

**6 FEBRUARY 2025**

**THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010**

**THE H2 TEESSIDE PROJECT**

**WRITTEN SUBMISSION AT DEADLINE 7**

**ON BEHALF OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC**

**REF: TWHI/2026502.572**



Bryan Cave Leighton Paisner

**Bryan Cave Leighton Paisner LLP**

Governor's House 5 Laurence Pountney Hill London EC4R 0BR  
Tel: +44 (0)20 3400 1000 Fax: +44 (0)20 3400 1111

## WRITTEN SUBMISSION AT DEADLINE 7 ON BEHALF OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC

### 1 INTRODUCTION

- 1.1 National Grid Electricity Transmission Plc ("**NGET**") made a Relevant Representation in this matter on 1 July 2024 [**RR-024**], a Written Representation on 3 October 2024 [**REP2-068**], a detailed written submission on 20 December 2024 [**REP5-064**] and a further written submission on 22 January 2025 [**REP6A-033**] (together the "**Existing Representations**").
- 1.2 NGET also attended Compulsory Acquisition Hearing 2 ("**CAH2**") which was held virtually on 13 January 2025.
- 1.3 NGET's overall position in this matter, as stated in Paragraphs 1.2 to 1.4 of [**REP5-064**], remains unchanged and, accordingly, NGET continues to maintain its **strong objection** to those elements of the Authorised Development (as defined in the draft Order [**REP6A-007**]) which will impact upon NGET's current and future operational assets and land rights, and specifically those in proximity to Saltholme 275kV and 132kV Substation.
- 1.4 This Written Submission, which is provided at Deadline 7 (6 February 2025), is comprised of the following elements:
- (a) An update in respect of the technical engineering review of the "compromise solution" (referred to in [**AS-045**] as "**Change Area 4**"); and
  - (b) A restatement of NGET's continued concerns and an outline of the steps which NGET considers will be necessary in order to fully address those concerns.
- 1.5 NGET would be pleased to provide the ExA with clarification on any of the matters contained within this Written Submission.

### 2 UPDATE IN RESPECT OF THE "COMPROMISE SOLUTION"

- 2.1 Whilst the Applicant's recent cooperation is welcomed, the technical engineering review undertaken on behalf of NGET and referred to in Paragraph 3.2 of [**REP6A-033**] has demonstrated that the "compromise solution" put forward by the Applicant in early January is not a viable option.
- 2.2 The "compromise solution" in its current guise would place substantial and unacceptable technical, financial and operational constraints on the discharge of NGET's statutory duties and regulatory obligations. The implementation of the "compromise solution" would be incompatible with the delivery of the required extension of the existing Saltholme Substation (notwithstanding the fact that NGET's own proposals as regard the technical specification of that extension are still under development).
- 2.3 NGET has made the Applicant aware of its position and it is, therefore, understood that no change request will be brought forward in respect of Change Area 4 before the close of the Examination.

- 2.4 However, and for the avoidance of doubt, given the existence of the constraints referred to in Paragraph 2.2, NGET would be unable to support any change request which the Applicant did elect to bring forwards in respect of Change Area 4.

### 3 **RESTATEMENT OF NGET'S CONTINUED CONCERNS**

- 3.1 On the understanding that the "compromise solution" is not to be brought forwards by the Applicant, NGET's concerns in relation to the protection of its existing and future statutory undertaking remain as articulated in Paragraphs 1.3 and 1.4 of **[REP5-064]**.
- 3.2 In short, the Applicant's proposals will cause serious detriment to NGET's statutory undertaking.
- 3.3 The following paragraphs of this Written Submission therefore summarise and restate NGET's concerns: **(a)** as regard the expansion of Saltholme Substation and **(b)** from a 'business as usual' perspective (i.e. in the context of the discharge of NGET's existing statutory undertaking and absent the expansion of Saltholme Substation).
- 3.4 Whilst engagement with the Applicant is continuing, NGET is mindful that there is now very limited time remaining within the Examination for these issues to be satisfactorily addressed. Based on events to date, NGET is not hopeful that matters will be resolved, or that a Side Agreement will be put in place to secure appropriate contractual obligations, before the Examination closes.
- 3.5 Therefore, NGET has outlined in this Written Submission the matters which it considers the Examining Authority and the Secretary of State should have regard to in each case and, where appropriate, the public-facing steps which it considers are necessary in order for its current concerns to be addressed, with the intention that more detailed submissions will be made (if required) at Deadline 8.

#### **Saltholme Substation:**

- 3.6 NGET noted with interest the Applicant's submissions in **[REP6A-018]** made in response to Action Point CAH2-AP5 and, in particular, the reference to the existence of "*other solutions*" as regard the delivery of the Cowpen Bewley arm of the proposed hydrogen distribution network and, indeed, the fact that "*the Applicant does not rely solely on the Cowpen Bewley arm to make its case for the benefits of the Proposed Development.*"
- 3.7 In that context, NGET's own submissions at Deadline 6A (see, in particular, Paragraph 3.7 of **[REP6A-033]**) assume even greater relevance and importance. From an objective standpoint, the Applicant's proposals for the design and composition of the Authorised Development do not yet appear to have reached a sufficient level of maturity.
- 3.8 By the Applicant's own admission, and whether due to the existence of alternative options and/or due to a lack of necessity, the statutory tests in Section 122(2)(a) and (b) of the Planning Act 2008 cannot be said to be satisfied as regard the intended acquisition of land, rights and other interests held by, or belonging to, NGET or as regard the exercise of powers of temporary possession.
- 3.9 Further, the grant of compulsory acquisition and temporary possession powers over an extensive swathe of land owned by NGET in order to enable the Applicant to construct, maintain and use those elements of the Authorised Development, including but not limited to Work Nos. 6A.1 and 6B.1, 9 and 10A.1 as defined in the

draft Order, will render impossible the delivery by NGET of the expansion of Saltholme Substation. The absence of any detailed rebuttal by the Applicant of the matters raised by NGET in [REP5-064], alongside its subsequent willingness to seek to secure a “compromise solution”, demonstrates, at the very least, an implied acceptance that the current proposals in respect of the Cowpen Bewley arm of the Authorised Development will cause serious detriment to NGET’s statutory undertaking.

- 3.10 Therefore, and in the event that the Secretary of State is minded to grant development consent for the Authorised Development, it is NGET’s position that such detriment can be avoided through the removal of the entirety of the Cowpen Bewley arm from the scope of the Authorised Development.

**Business As Usual (BAU):**

- 3.11 Part B of the Engineering Constraints Report submitted by NGET at Deadline 5 [REP5-064] identified a number of concerns with the Authorised Development from a ‘business as usual’ perspective, with NGET’s expectation that each of those impacts would have been capable of being addressed and mitigated through Protective Provisions and, where necessary, further contractual obligations agreed to by the Applicant within a Side Agreement.

- 3.12 As matters currently stand, NGET has no confidence that this will be the case.

- 3.13 The Protective Provisions included for the benefit of NGET in Schedule 19 to the draft Order (the “**Protective Provisions**”) are not yet in a form satisfactory to NGET and there remains little prospect of a Side Agreement being completed before the close of the Examination. Technical queries raised with the Applicant in early January (and linked to NGET’s submissions in [REP5-064]), including on important matters pertaining to pipeline safety, remain unaddressed.

- 3.14 Absent a concerted effort on the part of the Applicant to agree and resolve these matters by 14 February 2025, NGET intends to make a further Written Submission at Deadline 8 (20 February 2025) in which a request will be made for the following specific matters to be incorporated within the Protective Provisions (in the event that the Secretary of State is minded to grant development consent for the Authorised Development):

- (a) **Acquisition of land:** the reinstatement of the paragraph (suggested as Paragraph 29 (Acquisition of Land) in the Protective Provisions appended to NGET’s Relevant Representation [RR-024]) which would remove the Applicant’s ability to exercise compulsory acquisition or temporary possession powers in the absence of agreement with NGET. As previously noted, the omission of the usual requirement to secure such prior agreement risks compromising the safety and integrity of NGET’s operational assets, in addition to inhibiting the proper discharge of NGET’s statutory obligations and functions.
- (b) **Works in proximity to NGET’s apparatus:** the inclusion of a restriction on the commencement of any works forming part of the Authorised Development within 15 metres of NGET’s apparatus until the Applicant has provided, to NGET’s satisfaction, evidence that it has in place (and will maintain for the duration of the relevant part of the Authorised Development) both an acceptable form of general third party liability insurance and an acceptable form of financial security. Given the nature, extent and strategic importance of NGET’s transmission assets situated within the Order limits, and the potential risks to its undertaking where works

forming part of the Authorised Development are carried out in proximity to those assets, it is imperative that satisfactory forms of insurance and security are maintained by the Applicant, including to underpin the indemnity already included in Paragraph 10 of the Protective Provisions.

- (c) **Access:** the inclusion of an absolute prohibition on the carrying out of any highway works pursuant to Work No. 10A.1 (including the exercise of any related or ancillary compulsory acquisition and temporary possession powers) in respect of the same without the prior written consent of NGET (such consent to be at NGET's sole discretion). As previously noted, the Applicant's current proposals would materially and adversely impact upon NGET's primary access route into Saltholme Substation. Any impacts to that existing access should either be avoided entirely or mitigated to NGET's satisfaction.
- (d) **Pipeline Safety:** further to matters stated in Paragraphs 7.1, 7.2 and 7.3 of Part B of the Engineering Constraints Report [REP5-064], a restriction on the exercise of any powers or rights pursuant to the Order until the Applicant has provided the following information to NGET's reasonable satisfaction. The provision of this particular information is of even greater importance given NGET's understanding that the hydrogen pipeline between Saltholme and Billingham could be significantly larger than the 200mm (8") diameter pipeline specified in the Pipelines Statement [APP-035]. A doubling of pipeline diameter in this area would likely increase the quantity of hydrogen requiring venting and, in turn, the potential for adverse impacts on NGET's operational assets:
  - (i) written evidence demonstrating that impressed voltages have been taken into account in the detailed design for the Authorised Development;
  - (ii) written dispersion analysis covering all normal and abnormal pipeline operational scenarios in order to demonstrate that the separation distances between the Authorised Development and NGET's operational assets are acceptable and that any risks posed are As Low As Reasonably Practicable ("**ALARP**");
  - (iii) written confirmation that all hazardous areas generated (e.g. Zone 0, Zone 1 or Zone 2) by the Authorised Development are contained within the site security fencing;
  - (iv) written risk analysis covering full bore rupture and puncture releases showing the distances to the individual risk transects of  $1 \times 10^{-5}$  per year,  $1 \times 10^{-6}$  per year and  $3 \times 10^{-7}$  per year for the Authorised Development to demonstrate the risks posed are ALARP;
  - (v) written analysis on the Authorised Development located in the "Linkline corridor" running parallel to the existing third party above ground pipelines to determine the minimum separation distances required and the proposed mitigation measures to prevent escalation of a situation into a major emergency and to confirm the cumulative risk levels along the security fencing located to the south of Saltholme Substation from all the above ground pipelines (existing and proposed) for the various failure scenarios are acceptable and are ALARP; and

- (vi) written evidence of the operations and maintenance philosophy for the Authorised Development detailing how it will be commissioned, depressurised, purged, decommissioned.

3.15 NGET recognises that it is far from ideal for submissions of this nature to be made towards the end of the Examination. However, since the Applicant's proposals pose a very real and serious risk to NGET's undertaking, and in light of the Applicant's conduct to date, NGET considers the particular circumstances to be such that it is vital for the matters set out above to be brought before the Examining Authority and, in turn, the Secretary of State prior to the close of the Examination.

**Bryan Cave Leighton Paisner LLP**

**For and on behalf of National Grid Electricity Transmission Plc**

**6 February 2025**