

The Connah's Quay Low Carbon Power Order 202[x]

Written Representation on behalf of Network Rail

1. Introduction

- 1.1 We are instructed by Network Rail Infrastructure Limited ("**Network Rail**") in relation to the Development Consent Order ("**DCO**") application made by Uniper UK Limited ("**the Applicant**") to construct, operate and maintain, and decommission a proposed low carbon Combined Cycle Gas Turbine (CCGT) Generating Station fitted with Carbon Capture Plant (CCP) (the CQLCP Abated Generating Station) and supporting infrastructure on land at, and in the vicinity of, the Connah's Quay Power Station Site, Kelsterton Road, Connah's Quay, Deeside ("**the Project**").

2. Network Rail is a statutory undertaker responsible for maintaining and operating the country's railway infrastructure and associated estate. Network Rail owns and operates Great Britain's railway network and has statutory and regulatory obligations in respect of it. Any proposed development on, over or under the railway network or which is adjacent to and interfaces with the railway network or potentially affects Network Rail's land interest will be carefully considered.

3. Powers sought in the DCO

- 3.1 As set out in the Relevant Representation, Network Rail is an affected landowner and there are references in the DCO Book of Reference to land for which Network Rail is the owner and occupier. Network Rail does not object in principle to the Project, however Network Rail does object to the powers contained in the draft Order ("**the draft Order**") including article 24 (private rights), article 25 (compulsory acquisition of land), article 27 (compulsory acquisition of rights and restrictive covenants), article 31 (temporary use of land for carrying out the authorised development) and article 37 (temporary use of land for maintaining the authorised development) authorising the Applicant to compulsorily acquire land, acquire rights in or over land and take temporary possession of land which forms part of Network Rail's operational railway land.
- 3.2 Network Rail cannot agree to the Applicant being granted the unfettered ability to exercise compulsory acquisition powers over the operational railway as it would create a serious detriment to the continued safe, economic and efficient operation of the railway, protection from compulsory acquisition of Network Rail's land and interests must therefore explicitly be included in the Protective Provisions.
- 3.3 Any acquisition of rights over the operational railway must be subject to Network Rail's land clearance process, which is imposed on Network Rail by its Network Licence. This process includes internal consultation with railway stakeholders and the ORR (Network Rail's regulator). Any existing rights which Network Rail have over the land would need to be retained and cannot be subject to extinguishment under the Order.
- 3.4 Any temporary possession of, or acquisition of permanent rights over Network Rail operational land can only be granted with Network Rail's consent. Any such use of the operational railway must only be permitted in accordance with the statutory requirements imposed on Network Rail as the operator of the railway network and subject to all necessary requirements to ensure the safe, economic and efficient operation of the railway.
- 3.5 The draft Order seeks to authorise works either above or adjacent to Network Rail's operational railway and works, which may impede Network Rail's ability to ensure the safe operation of the railway network, Network Rail requires certain standard protections for the benefit of the operational railway and to manage this interface which include Protective Provisions and a Framework Agreement. These are considered in further detail below.

4. Protective Provisions and associated agreements

- 4.1 Network Rail recognises and welcomes the form of protective provisions for the protection of Network Rail's operations which are included on the face of the draft Order. However,

the current protective provisions are inadequate insofar as they do not contain the robust protections that Network Rail requires and accordingly the current form of protective provisions require amending in order for Network Rail to be able to withdraw its objection. Network Rail issued a draft to the Applicant on 14 November 2025 and is currently awaiting comments.

- 4.2 As mentioned in the Relevant Representation, Network Rail also requires the Applicant to enter into a Framework Agreement to be entered into to manage the direct interface that the Project has with the operational railway.
- 4.3 Network Rail will also require an Asset Protection and may require a Structures Agreement where works are significantly close in location and disruptive in nature to the operational railway network. Such agreements are well precedented to ensure the appropriate and necessary technical, engineering and safety requirements for working on, over or near Network Rail's operational railway are applied to the Project. Due to the location of the Applicant's proposed works, Network Rail requires an Asset Protection Agreement in order to carry out its statutory duty.
- 4.4 Network Rail has made contact with the Applicant with a view to agreeing the Protective Provisions and entering into related agreements. Network Rail maintains that the following requirements as set out in Section 4 must be met in order for it to remove its objection.

5. **Summary**

- 5.1 If the following criteria are met, then it is anticipated that Network Rail would be in a position to withdraw the objections made above:
 - 5.1.1 Network Rail's required amendments to the Protective Provisions are to be included in the Order for the Project;
 - 5.1.2 the Applicant enters into any required easement, licences and asset protection agreements or any other required agreements are entered into in respect of addressing both the acquisition of rights over and/or temporary use of Network Rail's existing operational land; and
 - 5.1.3 Network Rail is granted with clearance and any necessary regulatory consents to enter into any of the agreements referred to above following internal consultation with affected stakeholders across the business.

Network Rail reserves its position both in representation and in submissions at hearings to seek the amendments to the draft Order to ensure protective provisions are interest for the benefit of Network Rail's operational infrastructure which is affected by the Project.