

PLANNING ACT 2008
THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)
RULES 2010

CONNAH'S QUAY LOW CARBON POWER PROJECT

DEADLINE 6 SUBMISSION
ON BEHALF OF TATA STEEL UK LIMITED

I. Introduction

1. This submission is made on behalf of Tata Steel UK Limited ("**Tata Steel**"), further to the relevant representation dated 27 October 2025, written representation dated 27 January 2026, response to ExQ1 and written submissions at Deadlines 2, 3, 4 and 5 ("**Previous Submissions**"). The issues highlighted in the Previous Submissions are not repeated in this submission.
2. For the reasons set out in the Previous Submissions and this submission, Tata Steel maintains its objection to the application seeking development consent for the Connah's Quay Low Carbon Power Project ("**Application**").

II. Status of Negotiations

3. While Tata Steel and the Applicant are in continued discussions as to a contractual arrangement to address the issues highlighted by Tata Steel, the resulting agreement is not anticipated to be in place by the close of examination on 9 June 2026.
4. Tata Steel will continue to cooperate with the Applicant up to and beyond the close of the examination and, should agreement be reached in a timely manner, the Applicant will update the ExA accordingly.

III. Objection

5. Tata Steel is the freehold owner of Shotton Steelworks ("**Works**"), which is an operational, secure site subject to strict regulation to ensure safety requirements are maintained. It is critical that any third-party access to the Works is similarly regulated.
6. Tata Steel notes the Applicant's proposal for future assessments and design to inform the final CEMP and final CTMP. However, in the absence of detailed measures, proposals or assessments in respect of the proposed interaction with the Works, the Application does not secure sufficient controls to ensure the continued safe operation of the Works.
7. As a result, until such time as the agreement referred to above has completed, Tata Steel maintains its objection to the Application and the inclusion of compulsory powers in respect of the Works.

IV. Protective Provisions

8. As referred to in the Previous Submissions, and notwithstanding the above objection, in the absence of a completed agreement or sufficient controls within the Application, Tata Steel requires the inclusion of protective provisions in the development consent order.
9. The inclusion of protective provisions for the protection of asset owners is preceded in the York Potash Harbour Facilities Order 2022, which included protective provisions for the benefit of Tata Steel amongst other asset owners. Similarly, private parties have benefited from protective provisions in the Able Marine Energy Park Development Consent Order 2014 and the West Midlands Rail Freight Interchange Order 2020.
10. In the absence of agreement with the Applicant as to the principle or form of protective provisions for the benefit of Tata Steel, draft protective provisions are appended to this submission.

APPENDIX 1: DRAFT PROTECTIVE PROVISIONS

FOR THE PROTECTION OF TATA STEEL

Application

1. For the protection of Tata Steel the following provisions have effect, unless otherwise agreed in writing between the undertaker and Tata Steel.

Interpretation

2. In this Part of this Schedule—

"Tata Steel" means Tata Steel UK Limited (Company No. 02280000) whose registered office is at 18 Grosvenor Place, London, England, SW1X 7HS

Acquisition of land

3. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker may not prior to the end of the period of 3 years beginning on the day on which this Order is made —
 - a. appropriate or acquire or take temporary possession of any land owned by Tata Steel; or
 - b. appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or property owned by Tata Steel,

otherwise than by agreement.
4. The undertaker must not under the powers of this Order do anything which would result in Tata Steel land or property being incapable of being used or maintained.
5. Where under this Part of this Schedule Tata Steel is required to give its consent, agreement or approval in respect of any matter, that consent, agreement or approval is not to be unreasonably withheld or delayed but is subject to the condition that Tata Steel complies with any relevant operational procedures and any obligations under statute.