



Connah's Quay Low Carbon Power

Final Statement of Common Ground between Uniper UK Limited and National Grid Electricity Transmission plc (Tracked)

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1. Introduction

1.1 Purpose of this Document

- 1.1.1 This Statement of Common Ground (SoCG) has been prepared to support the application (the Application) for the Connah's Quay Low Carbon Power Project (the Proposed Development) made by Uniper UK Limited (the Applicant). The Application was submitted to the Secretary of State for a Development Consent Order (DCO) (the Order) under section 37 of the Planning Act 2008 in August 2025.
- 1.1.2 This SoCG does not seek to replicate information which is available elsewhere within the Application documents.
- 1.1.3 SoCGs are an established means in the planning process of allowing all parties to identify and so focus on specific issues that may need to be addressed during the examination. This SoCG has been produced to confirm to the Examining Authority (ExA) where agreement has been reached between the parties and where matters are under discussion or where agreement has not been reached. ~~The SoCG will be progressed during the examination periods to reach a final position between the Parties and to clarify if any issues remain unresolved. This SoCG will be revised and updated as appropriate and/or required by the ExA at relevant examination deadlines.~~
- 1.1.4 This is the final version of the SoCG between the parties and has been signed by both the Applicant and National Grid.

1.2 Parties to this Statement of Common Ground

- 1.2.1 This SoCG has been prepared between (1) the Applicant and (2) National Grid Electricity Transmission Plc (National Grid) (jointly referred to as the Parties).

The Applicant:

- 1.2.2 The Applicant is a UK-based company, wholly owned by Uniper SE (Uniper) through Uniper Holding GmbH. Uniper is a European energy company with global reach and activities in more than 40 countries. With around 7,500 employees, the company makes an important contribution to security of supply in Europe, particularly in its core markets of Germany, the UK, Sweden, and the Netherlands. In the UK, Uniper owns and operates a flexible generation portfolio of power stations, a fast-cycle gas storage facility and two high pressure gas pipelines, from Theddlethorpe to Killingholme and from Blyborough to Cottam.

Uniper is committed to investing around €8 billion (~£6.9 billion) in growth and transformation projects by the early 2030s and aims to be carbon-neutral by 2040. To achieve this, the company is transforming its power plants and facilities and investing in flexible, dispatchable power generation units. Uniper is one of Europe's largest operators of hydropower plants and is helping further expand solar and wind power, which are essential for a more sustainable and secure future. Uniper is gradually adding renewable and low-carbon gases such as biomethane to its gas portfolio and is developing a

hydrogen portfolio with the aim of a long-term transition. The company plans to offset any remaining CO₂ emissions by high-quality CO₂-offsets.

National Grid:

- 1.2.3 National Grid owns the electricity transmission network in England and Wales. National Grid has a licence to operate the electricity and gas transmission network, and is required to comply with the terms its licence in the delivery of statutory responsibilities. National Grid is subject to a statutory duty (under section 9 of the Electricity Act 1989) to, inter alia, maintain 'an efficient, co-ordinated and economical' system of electricity transmission.
- 1.2.4 National Grid has a high voltage electricity overhead transmission line within and in close proximity to the Order limits. It also has a substation within the Order limits. As well as works taking place in proximity to this existing infrastructure, works will take place directly to National Grid's electrical connections and substation. National Grid will be an 'undertaker' under the Order for the purposes of works directly to the infrastructure it owns and operates.

1.3 The Proposed Development

- 1.3.1 The Applicant is seeking a DCO for the construction, operation (including maintenance) and decommissioning of a proposed low carbon Combined Cycle Gas Turbine (CCGT) Generating Station fitted with Carbon Capture Plant (CCP) (the 'Connah's Quay Low Carbon Power (CQLCP) Abated Generating Station') and supporting infrastructure (collectively 'the Proposed Development').
- 1.3.2 The CQLCP Abated Generating Station would comprise up to two CCGT with CCP units (and supporting infrastructure) achieving a net electrical output capacity of more than 350 megawatts (MW; referred to as MWe for electrical output) and up to a likely maximum of 1,380 MWe (with CCP operational) onto the national electricity transmission network.
- 1.3.3 Through a carbon dioxide (CO₂) pipeline, comprising existing and new elements, the Proposed Development would make use of CO₂ transport and storage networks owned and operated by Liverpool Bay CCS Limited, currently under development as part of the HyNet Carbon Dioxide Pipeline project (referred to as the 'HyNet CO₂ Pipeline Project'), that will transport CO₂ captured from existing and new industries in North Wales and North-West England, for offshore storage. The captured CO₂ will be permanently stored in depleted offshore gas reservoirs in Liverpool Bay.
- 1.3.4 For the purposes of the electrical connection, National Grid, which builds and maintains the electricity transmission networks, is responsible for the operation and maintenance of the existing 400 kV National Grid Substation.
- 1.3.5 A description of the Proposed Development, including details of maximum parameters, is set out in **Chapter 4: The Proposed Development** of the **Environmental Statement (ES) (EN010166/APP/6.2.4)**. At this stage in the development, the design of the Proposed Development incorporates a necessary degree of flexibility to allow for ongoing design development.

1.4 Terminology

1.4.1 Section 3 summarises the issues that are 'agreed', 'not agreed' or are 'under discussion'.

1.4.2 These terms are used as follows:

- "Agreed" indicates where the issue has been resolved;
- "Under discussion" indicates where these points will be the subject of ongoing discussion wherever possible to resolve, or refine, the extent of disagreement between the parties; and
- "Not Agreed" indicates a final position where the Parties have agreed to disagree.

2. Record of Engagement

2.1.1 A summary of all meetings and correspondence that has taken place between the Parties in relation to the Application is outlined in **Table 1**. This includes email correspondence between the Parties to discuss sharing of information, arrangement of meetings and where appropriate to comment on draft documentation. **Table 1** reflects the key meetings and emails of note.

Table 1: Record of Engagement

Date	Form of Correspondence and Attendees	Key Topics Discussed and Key Outcomes
7 January 2025	Email from the Applicant to National Grid	Request for a copy of National Grid's preferred form bespoke protective provisions.
29 January 2025	Email from the Applicant to National Grid	Following up on initial request for copy of preferred protective provisions and requesting a face to face call.
5 February 2025	Email from the Applicant to National Grid	Following up on initial request for copy of preferred protective provisions and requesting a face to face call.
13 February 2025	Call between the Applicant and National Grid	Discussion of approach to protective provisions. National Grid confirmed their solicitors would be in touch to request an undertaking.
25 March 2025	Email from National Grid's solicitors to the Applicant's solicitors	Introduction and request for undertaking covering fees related to protective provisions.
26 March 2025	Emails between the Applicant's solicitors and National Grid's solicitors	Acknowledging request for undertaking and clarifying parameters of request.
14 May 2025	Email from the Applicant's solicitors to National Grid's solicitors	Providing the required undertaking and requesting copy of provisions.

6 June 2025	Email from National Grid's solicitors to the Applicant's solicitors	Providing copy of preferred form protective provisions.
20 June 2025	Regular bi-weekly catch-up meeting with National Grid's surveyor and consultant	Reaffirmed the proposed means by which the proposed cooling water arrangements would be dealt with going forward, subject to contract.
15 July 2025	Email from the Applicant to National Grid's surveyor	Emailed query regarding the Applicant's proposed use of land below the National Grid pylons as part of the DCO.
18 July 2025	Regular bi-weekly catch-up meeting with National Grid's surveyor and consultant	Exchanged solicitors' details that would be used to regularise the proposed revised cooling water arrangements.
30 July 2025	Email from the Applicant to National Grid's surveyor	Emailed summary of the works (No3, No6 and No10) being proposed as part of the DCO together with a draft plan
15 August 2025	Regular bi-weekly catch-up meeting with National Grid's surveyor and consultant	Agreed that two documents acceptable to the Applicant, subject to contract, to provide for the cooling water infra-structure being amended Interface agreement and amended Deed of Mutual Easement from 1990.
1 August 2025	Email from Applicant's solicitors to National Grid's solicitors	Attaching a mark-up of the National Grid protective provisions and confirming this is the form that will be placed in the Draft DCO for submission of the application,

14 August	Email from Applicant's solicitors to National Grid's solicitors	Following-up on whether there are any comments from National Grid on protective provisions.
22 August 2025	Email from National Grid's solicitors to the Applicant's solicitors	Requesting stylistic changes and defined terms in protective provisions be reinstated and the provisions reissued.
26 August 2025	Email from Applicant's solicitors to National Grid's solicitors	Following-up on voicemail to better understand National Grid's request.
29 August 2025	Email from Applicant's solicitors to National Grid's solicitors	Following-up on previous email
8 September 2025	Email from National Grid's solicitors to the Applicant's solicitors	Explanation that National Grid do not want to accept amendments to how National Grid is defined in protective provisions or other stylistic changes.
8 September 2025	Email from Applicant's solicitors to National Grid's solicitors	Explaining that the Draft DCO needs to comply with statutory instrument drafting rules and read as one coherent document incorporating defined terms already in the front end of the DCO. Requesting mark-up from National Grid.
16 September 2025	Email from Applicant's solicitors to National Grid's solicitors	Following-up to request for updated mark-up
3 October 2025	Email from Applicant's solicitors to National Grid's solicitors	Following-up to request for updated mark-up
16 October 2015	Email from the Applicant to National Grid's surveyor	Confirming that the Applicant colleague at power station identified to update Interface Agreement schedules

		and seeking fee estimate from solicitors so an undertaking could be given.
23 October 2025	Email from Applicant's solicitors to National Grid's solicitors	Following-up to request for updated mark-up
24 October 2025	Regular bi-weekly catch-up meeting with National Grid's surveyor and consultant	Agreed that the Applicant would provide a fee undertaking to Eversheds acting for National Grid in respect of the cooling water agreements.
5 November 2025	Email from National Grid's solicitors to the Applicant's solicitors	Providing mark-up of protective provisions
16 January 2025	Regular bi-weekly catch-up meeting with National Grid's surveyor and consultant	Ongoing engagement
5 February 2026	Email from Applicant's solicitors to National Grid's solicitors	Providing updated mark-up of protective provisions
25 February 2026	Regular bi-weekly catch-up meeting with National Grid's surveyor and consultant	Ongoing engagement
25 February 2026	E-mail from National Grid confirming that draft SoCG agreed and acknowledging that PPs outstanding point.	Confirmation that SoCG draft agreed save for PPs point as still to be agreed
5 March 2026	Regular bi-weekly catch-up meeting with National Grid's surveyor and consultant	Ongoing engagement
13 March 2026	Regular bi-weekly catch-up meeting with National Grid's surveyor and consultant	Ongoing engagement
25 March 2026	Email from Applicant's solicitors to National Grid's solicitors	Following up on the status of protective provisions.
25 March 2026	Email from National Grid's solicitors to the Applicant's solicitors	Noting updated protective provisions would be provided shortly
30 March 2026	E-mail from Applicant to National Grid's surveyor asking for up to date asset plans	Request for information

31 March 2026	E-mail from National Grid's surveyor to Applicant including plans of assets	Information supplied
2 April 2026	Email from the Applicant's solicitors to National Grid's solicitors	Following up on the status of protective provisions.
9 April 2026	Regular meeting with National Grid's surveyor and consultant	Ongoing engagement
9 April 2026	E-mail from Applicant to National grid asking for an update on the PPs and when might the Applicant's solicitors get a response from National Grid's solicitors	E-mail seeking an update from National Grid on when further feedback would be received by the Applicant's solicitors on the draft PPs
13 April 2026	Email from the Applicant's solicitors to National Grid's solicitors	Following up on the status of protective provisions.
15 April 2026	Email from National Grid's solicitors to the Applicant's solicitors	Noting updated protective provisions would be provided that day.
16 April 2026	Email from the Applicant's solicitors to National Grid's solicitors.	Following up on the status of protective provisions.
<u>16 April 2026</u>	<u>Email from National Grid's solicitors to the Applicant's solicitors</u>	<u>Providing an updated version of the protective provisions.</u>
<u>28 April 2026</u>	<u>Email from the Applicant's solicitors to National Grid's solicitors</u>	<u>Providing an updated version of the protective provisions with mark-up.</u>
<u>11 May 2026</u>	<u>Email from the Applicant's solicitors to National Grid's solicitors</u>	<u>Following-up on status of protective provisions</u>
<u>15 May 2026</u>	<u>Email from the Applicant's solicitors to National Grid's solicitors</u>	<u>Following-up on status of protective provisions</u>
<u>21 May 2026</u>	<u>Email from National Grid's solicitors to the Applicant's solicitors</u>	<u>Providing comments on the outstanding points between the parties regarding the protective provisions.</u>
<u>22 May 2026</u>	<u>Email from National Grid to the Applicant</u>	<u>Providing an updated version of the SoCG.</u>

<u>26 May 2026</u>	<u>Email from the Applicant's solicitors to National Grid's solicitors</u>	<u>Providing responses to comments on protective provisions, an updated version matching such comments and an updated version of the SoCG.</u>
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3. Areas of Discussion between the Parties

3.1.1 Table 2 below details the areas of discussion and matters that are agreed, under discussion and not agreed between the Parties.

Table 2: Areas of discussion between the Parties

Ref.	Subject	Relevant Application Document	Applicant Position	National Grid Position	Status	Likelihood of resolution
1	Protective Provisions	Draft DCO (EN010166/APP/3.1)	The Draft DCO should include provisions for the protection of National Grid.	The Draft DCO should include provisions for the protection of National Grid.	Agreed	N/A
2	Protective Provisions	Draft DCO (EN010166/APP/3.1)	<p>The drafting of the protective provisions on the face of the Draft DCO (EN010166/APP/3.1) <u>as at deadline 6 are largely agreed with National Grid, save for the following points:</u></p> <p><u>1. Indemnity</u></p> <p><u>The Applicant has provided an indemnity up to £50m for National Grid's benefit within the protective provisions.</u></p> <p><u>In relation to the indemnity provided, the Applicant considers that it has taken a reasonable and proportionate approach to the figure set for the indemnity given in the protective provisions. The sum of the indemnity cap provided by the Applicant is reflective of the insurance and security terms required by National Grid, indicating that this sum matches the risk profile associated with the works of the Proposed Development in proximity to National Grid's apparatus.</u></p> <p><u>In the unlikely event there should be any damage to National Grid's apparatus above the capped amount, National Grid would still have recourse through the usual contractual channels to seek costs from the undertaker for damage attributable to it under discussion; the protective provisions (such losses would simply need to be proven as opposed to being outright indemnified). The indemnity merely provides a more beneficial starting point for National Grid with respect to recovering their costs and so the cap does not limit the recoverability of any damage properly suffered by the statutory undertaker as a result of the Proposed Development.</u></p>	<p>The drafting of the protective provisions on the face of the Draft DCO (EN010166/APP/3.1) is under discussion. <u>The following issues remain outstanding:</u></p> <p><u>1. Indemnity</u></p> <p><u>A capped indemnity cannot be accepted. The starting point for consideration of this issue should be that any losses National Grid suffers would not have occurred but for the Applicant's project and that the Applicant should, therefore, indemnify those losses. This point is particularly powerful in the context of the NETS, which is critical national infrastructure and therefore requires the highest degree of protection. Risks associated with a third-party project should not be for National Grid (and, by extension, bill payers) to bear or subsidise – it is the Applicant that wishes to carry out works that may affect National Grid apparatus.</u></p> <p><u>The scope, nature, or extent of the potential liabilities or damages that may arise from the Applicant's actions or omissions is not currently clear or quantifiable and all possible scenarios or contingencies must therefore be covered. An uncapped indemnity is the most efficient and equitable way of addressing any issues or disputes that may arise, without having to specify or limit the types, amounts, or durations of the indemnifiable claims. Given the potentially catastrophic consequences of damage to the NETS and the fact that it will be National Grid and its customers who (through no fault of their own) will be exposed to the risk where losses exceed the cap, any indemnity cap should require detailed</u></p>	Under discussion Not agreed	High Low

		<p>The remainder of the bespoke protective provisions for the benefit of National Grid provide protections which would prevent any such damage being incurred, such as ensuring that those works are undertaken with National Grid's prior approval and that protective measures are in place.</p> <p><u>2. Arbitration</u></p> <p>The Applicant can accept certain terms being carved out from arbitration. However, cannot accept a lack of external dispute resolution being available for provisions which require express agreement between the parties and, therefore, have the potential need for escalation and external resolution in the event of a dispute. This is particularly the case for paragraphs relating to the suitability of alternative apparatus and approval of plans. The absence of an ability to escalate to arbitration could cause the unreasonable delay or prevention altogether of certain works needed for the delivery of the Proposed Development. The provisions related to cooperation expressly provide that <i>'whenever National Grid Electricity Transmission Plc's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed'</i>. There is no means for National Grid to be held to account with this provision if there is no means for external dispute resolution on such approvals.</p> <p><u>3. Use of 'Specified Works'</u></p> <p>The Applicant has used the term 'specified works' instead of 'authorised works' in a number of instances throughout the protective provisions for National Grid's benefit where this is considered the more appropriate trigger for the relevant commitment. "specified works" is defined as <i>"any of the authorised works or activities undertaken in association with the authorised works which— (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 53(2) or otherwise;</i></p>	<p><u>justification beyond only to match the security and insurance provided for.</u></p> <p><u>Insurance may not cover all of the potential losses suffered by National grid. It is therefore appropriate and necessary that the insurance should be backed by an indemnity over and above the £50m insurance and security terms. This is a well precedented position. The recent Dogger Bank DCO includes an uncapped indemnity. This point was also argued in the relatively recent Rampion 2 decision, and in which the ExA/SoS sided with National Grid.</u></p> <p><u>2. Amendments to paragraph 15 (Arbitration)</u></p> <p><u>Paragraph 15 of NGET's preferred protective provisions sets out the arbitration regime applicable to differences between NGET and the Applicant. Consistent with NGET's standard protective provisions, paragraphs 7(2), 7(3), 8(1) and 9 are carved out of the dispute resolution procedure, because they concern matters that NGET requires to remain subject to its sole discretion.</u></p> <p><u>The Applicant accepts that some matters are not suitable for arbitration however, the Applicant seeks to include these carve outs within the arbitration regime.</u></p> <p><u>NGET considers that these paragraphs deal with technical issues on which NGET must retain absolute authority. A third-party arbitrator would not be able to sufficiently determine the extent of the impact on NGET's electricity transmission infrastructure network arising from these issues.</u></p> <p><u>Paragraph 7(2) deals with the provision of necessary rights and facilities for alternative apparatus by the Applicant to NGET's reasonable satisfaction. NGET must be satisfied that what is being proposed by the Applicant for alternative apparatus is suitable and safe for the purposes of its undertaking. NGET is the expert in this regard</u></p>		
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and/or (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 53(2) (removal of apparatus) or otherwise; and (c) includes any of the activities that are referred to in development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines". As this term covers works which "may in any way adversely affect any apparatus", it is sufficient to ensure that the protections apply to prevent any adverse effects on National Grid's undertaking.

Constraining the actions of the undertaker through the protective provisions for National Grid's benefit where there would be no way in which such activities could affect National Grid's undertaking is unduly onerous and has the potential to constrain the efficiency of the delivery of the Proposed Development.

The Applicant's approach prevents disproportionate approvals being required whilst still ensuring that National Grid's undertaking is sufficiently protected from any serious detriment.

and this should not be the subject of third-party arbitration.

Paragraph 7(3) deals with the way that alternative apparatus is constructed. Again NGET is the expert in this regard and a third-party arbitrator would not be able to determine what is suitable for NGET's undertaking.

Paragraph 8(1) deals with the facilities and rights afforded to NGET as a result of alternative apparatus being constructed. NGET must be assured that what is being proposed would not be less favourable than previously enjoyed so as to protect its undertaking sufficiently.

Paragraph 9 deals with the protection of retained apparatus and the approvals process for specified works. The extent and type of technical detail that is being considered here would not be suitable for third party arbitration and NGET must be absolutely satisfied that what is being proposed by the specified works would not adversely affect its apparatus and interests to ensure the safety of its assets and integrity of the national grid.

3. Amendments replacing 'authorised works' with 'specified works'

The Applicant has sought to replace 'authorised works' with 'specified works' throughout the Protective Provisions.

'Specified works' is a term that is only intended to be used in reference to certain provisions within the protective provisions e.g. in relation to the approval mechanisms under the Retained Apparatus paragraph. As a general principle, NGET should not be liable for costs or losses incurred as a result of the Applicant's project. Amending this to reference 'specified works' represents a narrowing of this principle which is a standard principle under protective provisions with statutory undertakers.

Furthermore, referring to 'specified works' within the context of the Expenses and Indemnity paragraphs (10 and 11 respectively)

				<p><u>is not correct when considered within the meaning of the whole, particularly where assets are not being retained in situ and are instead being removed under paragraph 7(2). 'Specified works' excludes apparatus which has been removed as a result of paragraph 7(2). Referring only to 'specified works' and not 'authorised works' within paragraph 10 (Expenses) and paragraph 11 (Indemnity) would preclude costs or losses associated with this removal which the remaining drafting (e.g. paragraph 10(1)) clearly anticipates being covered. Similarly, reference to authorised works at paragraph 11 clearly anticipates coverage in relation to these removal works.</u></p>		
3	DCO Articles and Requirements	Draft DCO (EN010166/APP/3.1)	The Draft DCO includes articles and requirements which are appropriate for the Proposed Development.	Subject to row 2, National Grid has no objection to the drafting of the articles and requirements in the Draft DCO.	Agreed	N/A
4	Property Agreements	N/A	The Applicant and National Grid are working collaboratively to agree regularising the agreements that provide for the cooling water infra structure, for which the key principles are agreed. Other rights required are still under discussion.	National Grid has no objection to the principle of the proposed new agreement structure that would replace the extant lease agreement. Other rights required are still under discussion.	Agreed	N/A

4. Approvals

4.1 The Applicant

Signed: _____

Name: _____

Position: _____

Date: _____

Signed: _____

Name: _____

Position: _____

Date: _____

4.2 National Grid

Signed: _____

Name: _____

Position: _____

Date: _____

