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Connah's Quay Low Carbon Power

Final Statement of Common Ground between Uniper UK Limited and the Dee Conservancy (Tracked)

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1. Introduction

1.1 Purpose of this Document

- 1.1.1 This Draft 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 July 2025. The Application was accepted for examination on 28 August 2025, and the Examination commenced on 13 January 2026.
- 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 pre-examination and 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.~~ agreement has not been reached.
- 1.1.4 This version of the SoCG has been prepared for Deadline 56 of the Examination by the Applicant and ~~has been shared with~~ forms the ~~Dee Conservancy. This document will continue to be revised and updated as discussions progress during~~ final signed position between the ~~Examination period~~ parties.

1.2 Parties to this Statement of Common Ground

- 1.2.1 This SoCG has been prepared between (1) the Applicant and (2) the statutory conservancy and navigation authority for the river Dee (as established under the Dee Conservancy Act 1889) (Dee Conservancy) (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.
- 1.2.3 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.

Dee Conservancy:

- 1.2.4 The Dee Conservancy is the harbour, navigation and local lighthouse authority for most of the Dee Estuary in North Wales. It was created by the Dee Conservancy Act of 1889 to conserve, improve and control navigation of the River Dee between Chester and the estuary mouth.
- 1.2.5 The Application includes provisions which would, if granted, authorise the Applicant to carry out works which may temporarily affect navigation of the river Dee, for which the Dee Conservancy is the navigation authority.

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 Electricity Transmission plc (NGET), which builds and maintains the electricity transmission networks, is responsible for the operation and maintenance of the existing 400 kV NGET 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 |
|------------------|---|--|
| 14 August 2025 | Virtual meeting between the Applicant and the Dee Conservancy | Sharing of further information on the proposed use of the river Dee and the 'Midway Berth' |
| 23 January 2025 | Email from the Applicant to Dee Conservancy | Sharing a copy of the bespoke protective provisions to be included to benefit the Dee Conservancy. |
| 24 January 2025 | Email from the Dee Conservancy to the Applicant | Requesting clarification of when response needed. |
| 24 January 2025 | Email from the Applicant to Dee Conservancy | Confirmation of preferred timescale for response. |
| 10 February 2025 | Email from the Dee Conservancy to the Applicant | Confirmation that satisfied with the content of the bespoke protective provisions for the Dee Conservancy. |
| 19 December 2025 | Virtual meeting between the Applicant and the Dee Conservancy | Sharing of further information on the proposed use of the river Dee and the 'Midway Berth' |
| 08 January 2026 | Email exchange between the Applicant and the Dee Conservancy | Sharing of technical information on the Midway Berth |
| 15 January 2026 | Virtual meeting between the Applicant and the Dee Conservancy | Sharing of further information on the proposed use of the river |

| Date | Form of Correspondence and Attendees | Key Topics Discussed and Key Outcomes |
|----------------------|---|--|
| | | Dee and the 'Midway Berth' |
| 23 January 2026 | Virtual meeting between the Applicant and the Dee Conservancy | Sharing of further information on the proposed use of the river Dee and the 'Midway Berth' |
| 26 January 2026 | Email from the Dee Conservancy to the Applicant | Confirming content with form of SoCG for Deadline 1. |
| 6 February 2026 | Email from the Applicant to the Dee Conservancy | Providing an update on HoTs shared with Tata and suggesting a meeting with the Dee Conservancy to run through terms for use of the Midway Berth. |
| 27 March 2026 | Email exchange between Applicant and the Dee Conservancy | Arranging meeting |
| 2 April 2026 | Meeting held between Applicant and the Dee Conservancy | Matter discussed included: Charging arrangements, form of agreement, update on Tata engagement and next steps |
| 8 April 2026 | Email from the Dee Conservancy to the Applicant | Email provided indicative commercial charges including harbour dues, freight rate and Harbour Master's time |
| 8 April 2026 | Email exchange between Applicant and Dee Conservancy | Meeting arranged for 23 April 2026 |
| <u>23 April 2026</u> | <u>Meeting held between Applicant and the Dee Conservancy</u> | <u>Matter discussed included: Charging arrangements, form of agreement, update on Tata engagement and next steps</u> |
| <u>14 May 2026</u> | <u>E-mail exchange and meeting held between Applicant and the Dee Conservancy</u> | <u>Matter discussed included: Charging arrangements, form of agreement, update on</u> |

| Date | Form of Correspondence and Attendees | Key Topics Discussed and Key Outcomes |
|-------------|---|--|
| | | <u>Tata engagement and next steps</u> |

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 | Dee Conservancy Position | Status | Likelihood of resolutions |
|-----|-------------------------------|-------------------------------------|---|---|---------------------------------------|---------------------------|
| 1 | Protective Provisions | Draft DCO (EN010166/APP/3.1) | The Draft DCO should include specific provisions for the protection of Dee Conservancy. | The Draft DCO should include specific provisions for the protection of Dee Conservancy. | Agreed | N/A |
| 2 | Protective Provisions | Draft DCO (EN010166/APP/3.1) | The drafting of the protective provisions on the face of the Draft DCO (EN010166/APP/3.1) is agreed. | The drafting of the protective provisions on the face of the Draft DCO (EN010166/APP/3.1) is agreed. | Agreed | N/A |
| 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. | The Dee Conservancy is considering the DCO Articles and Requirements. | Under Discussion Agreed | High N/A |
| 4 | Use of the midway berth | Draft DCO (EN010166/APP/3.1) | Uniper wishes to make provision for the use of the NRW owned 'Midway Berth' to enable AIL deliveries | The Dee Conservancy is indicatively supportive of the use of the Midway Berth, subject to further information and contract terms. | Under Discussion Agreed | High N/A |

| | | | | | | |
|---|-----------------------|-------------------------------------|---|--|-------------------|------------|
| 5 | <u>DCO Schedule 3</u> | <u>Draft DCO (EN010166/APP/3.1)</u> | <p><u>As set out in row 3.57 of the Statement of Common Ground between Uniper UK Limited and Natural Resources Wales (EN010166/APP/8.2), the Applicant has included wording within Schedule 3 of the Draft DCO (EN010166/APP/3.1) to disapply Articles 12 (general byelaws), 13 to 18 (directions to vessels), and 26-28 & 31 (restriction of works) of the Dee Estuary Conservancy Harbour Revision (No.2) Order 2023 in relation to the carrying out of the Proposed Development to the extent there is an inconsistency with the provisions of the DCO. This is necessary because these specific provisions have been identified as having the potential to duplicate controls which are already provided for within the management plans certified under Schedule 14 of the Draft DCO (EN010166/APP/3.1) and Protective Provisions contained within Schedule 13 of the Draft DCO (EN010166/APP/3.1). Article 50 (temporary interference with river Dee and Public rights of navigation) of the Draft DCO (EN010166/APP/3.1) provides certain powers for the benefit of the undertaker, which are necessary to enable the delivery of AILs to the</u></p> | <p><u>NRW acknowledges the Applicant's response regarding the risks they believe would be mitigated by the disapplication of the Dee Conservancy Act 1889 or the Dee Conservancy Harbour Revision (No.2) Order 2023. Protective provisions contained within Part 4 of Schedule 13 to the Draft DCO [APP-019] have been acknowledged by NRW, in its role as the Statutory Harbour Authority (SHA) for the Dee Conservancy. However, we do not agree that these provisions provide sufficient justification to disapply statutory powers. We therefore propose that the protective provisions and navigation legislation exist in parallel to ensure safe navigation in the Dee Conservancy for all users.</u></p> | <u>Not agreed</u> | <u>Low</u> |
|---|-----------------------|-------------------------------------|---|--|-------------------|------------|

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| | | | <p><u>Connah's Quay North Jetty. This power is constrained by both the protective provisions for the benefit of the Dee Conservancy contained within Part 13 of the Draft DCO (EN010166/APP/3.1) as well as Requirement 19 (abnormal indivisible loads) of the Draft DCO (EN010166/APP/3.1).</u></p> <p><u>- The rationale for disapplying each of the specific provisions disappplied is as follows:</u></p> <ul style="list-style-type: none"><u>• Article 12 provides for the Dee Conservancy to make byelaws for the management and regulation of the estuary. The full scope of such future potential byelaws is unknown, but such provisions could have the effect of either preventing the intended delivery of AILs by the Applicant along the river Dee or require a specific approval from the Dee Conservancy before such delivery could take place. Therefore, to avoid the potential impediment to the necessary delivery of AILs to the Connah's Quay North Jetty, or duplication of approvals which are already provided for through the agreed form of protective provisions, the</u> | | |
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| | | | <p><u>Applicant has sought to disapply this Article so that there is no potential for uncertainty regarding unknown byelaws which could come forward in the future.</u></p> <ul style="list-style-type: none">• <u>Articles 13 - 18 allow the Dee Conservancy to give directions as to areas and channels that may be used by vessels within the estuary and timing of such use. This duplicates the ability the Dee Conservancy already has to apply conditions to the Applicant's use of the estuary. Paragraph 44(5) of Schedule 13 expressly lists that the Dee Conservancy may impose conditions related to: "(a) the limits of any area subject to a temporary suspension of public rights of navigation; (b) the duration of any temporary suspension; (c) the means of marking or otherwise providing warning in the river Dee of any area affected by a temporary suspension of public rights of navigation; and (d) the use by the undertaker of the area subject to any temporary suspension so as not to interfere</u> | | | |
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| | | | <p><u>with any other part of the river Dee or affect its use."</u></p> <p><u>Accordingly, the Applicant has sought to disapply Articles 13-18 so as to avoid such duplication.</u></p> <ul style="list-style-type: none"><u>Articles 26-28 and 31 restrict the works which may take place within the estuary and requires a specific licencing process for works in the estuary. In relation to Article 26, this is noted as not applying to operations authorised by enactment or undertaken by a statutory undertaker. Therefore, whilst it is likely that the DCO powers would prevent such licence being required, disapplying the provision within Schedule 3 makes the position expressly clear. Article 27 controls works done in the estuary by a statutory undertaker. As the Applicant is a statutory undertaker with a generating licence, this provision has the potential to duplicate the approval power that the Dee Conservancy has under Paragraph 44 of Schedule 13 as well as the controls contained within the navigation risk</u> | | |
|--|--|--|--|--|--|

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| | | | <p><u>assessment to be approved by the relevant planning authority under Requirement 19, in consultation with the Dee Conservancy. Article 28 relates to the practicalities of separate licencing of works and so has been disapplied for completeness alongside Articles 26 and 27. Article 31 restricts lighting in relation to tidal works. Requirements 3 (detailed design), 4 (construction environmental management plan), 13 (operational and maintenance environmental management plan) and 14 (aviation warning lighting) require compliance with the Lighting Strategy submitted to the examination. This Lighting Strategy has been available for review as part of the Application since August 2025 and no comments have been raised. Disapplication is, therefore, sought to ensure that there is no potential for conflict between requirements related to lights on tidal works in Article 31 and the Lighting Strategy secured in Schedule 14 of the Draft DCO.</u></p> | | |
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| | | | <p><u>- Noting the above specific reasons why each article has been disapplied, the Applicant notes that the disapplication sought in schedule 3 is only "insofar as inconsistent with a provision, of or a power conferred by" the Draft DCO (EN010166/APP/3.1). Therefore, this provision doesn't allow for a general disapplication but ensures that there is clarity that the DCO would take precedence in the event that there is a conflict between the two Orders.</u></p> <p><u>- On the basis of the above, the Applicant considers its approach to disapplication contained in Schedule 3 of the Draft DCO (EN010166/APP/3.1) is robust and justified.</u></p> | | | |
|--|--|--|--|--|--|--|

4. Approvals

4.1 The Applicant

Signed: _____

Name: _____

Position: _____

Date: _____

Signed: _____

Name: _____

Position: _____

Date: _____

4.2 Dee Conservancy

Signed: _____

Name: _____

Position: _____

Date: _____

