

# **The Keadby Next Generation Power Station Project**

**Document Ref: 8.19**

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**The Keadby Next Generation Power Station Development Consent Order [year]**

**Land at, and in the vicinity of, the existing Keadby Power Station (Trentside, Keadby, Scunthorpe DN17 3EF)**

## **Applicant's Comments on Deadline 5 Submissions**

**The Planning Act 2008**

**Applicant: Keadby Next Generation Limited**

**Date: June 2026**

**Revision: 0**

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# 1. Introduction

## 1.1. Overview

1.1.1 This document ‘Applicant’s Comments on Deadline 5 Submissions’ (**Document Ref. 8.19, Rev. 0**) has been prepared on behalf of the Applicant, Keadby Next Generation Limited, in respect of an application (the ‘Application’) for a Development Consent Order (DCO) in respect of the Keadby Next Generation Power Station (the ‘Proposed Development’) that was submitted to the Secretary of State (SoS) for Energy Security and Net Zero under Section 37 of ‘The Planning Act 2008’ on 29 August 2025. The Application was accepted for examination by the SoS on 22 September 2025. The Examination of the Application commenced on 21 January 2026.

1.1.2 The Applicant is seeking a DCO for the construction, operation and maintenance of a new combined cycle gas turbine (CCGT) electricity generating station on land at, and in the vicinity of, the existing Keadby Power Station, Trentside, Keadby, Scunthorpe, DN17 3EF (‘the Site’).

1.1.3 The Proposed Development is a new CCGT electricity generating station with a capacity of up to 910 megawatts electrical output. The CCGT electricity generating station will be designed to run on 100% hydrogen and able to run on 100% natural gas or a blend of natural gas and hydrogen and will be located on land to the west of the existing Keadby 1 and Keadby 2 power stations. The Proposed Development includes connections for cooling water, electricity, hydrogen, natural gas, and construction laydown areas and other associated development. It is described in full in Environmental Statement (ES) Volume I Chapter 4: The Proposed Development [APP-038].

1.1.4 The DCO, if made by the SoS, would be known as ‘The Keadby Next Generation Power Station Order’ (‘the Order’).

## 1.2. The Purpose and Structure of this Document

1.2.1 The purpose of this document is to set out the Applicant’s comments on the Deadline 5 submissions made by Interested Parties (IPs). The document is submitted for Deadline 6 of the Examination.

1.2.2 The key issues raised by IPs in their Deadline 5 submissions have been tabulated and are set out in the following sections of this document along with the Applicant’s comments on those issues:

- Section 2 – Environment Agency [**REP5-015**]

- Section 3 – PD Ports **[REP5-018]**
- Section 4 – National Gas **[REP5-016]**
- Section 5 – John Carney **[REP5-019]**
- Section 6 – Natural England **[REP5-017]**

1.2.3 The Applicant has also provided an update on Crown Consent at Section 7.

## 2. Environment Agency

2.1.1 Table 2.1 summarises the Environment Agency (EA)'s Deadline 5 Submission [REP5-015]. The Applicant's response is contained in Table 2.2.

**Table 2.1: Summary of EA's Deadline 5 Submission [REP5-015]**

Issue no.	Summary of Issues
1	The Applicant submitted their environmental permit application before 28/02/2026 (the date on which the Environmental Permitting (Electricity Generating Stations) (Amendment) Regulations 2025 came into force) so were not required to submit a Decarbonisation Readiness Report with the application.  The EA therefore do not concur with the removal of Requirements 30 and 31.
2	The EA maintain the position that the use of the phrase 'Substantially in accordance with' undermines enforceability and creates unnecessary uncertainty where this is used regarding the preparation of detailed management plans in accordance with the outline management plans.
3	The EA is satisfied that issue EA017 can be resolved and further details on the water quality monitoring plan can be agreed in the final CEMP, which the EA will be consulted on in accordance with Requirement 16.
4	The EA is satisfied with the Applicant's comments on the EA's Deadline 3 submissions, with the exception of the use of the term 'substantially' (as per issue 2 above).
5	The Statement of Commonality Rev 4 [REP4-016] indicated that the Final SoCG had been sent to the EA but the EA did not concur with this. The EA do not concur that DCO articles and requirements are agreed (see issue 2 above).

**Table 2.2: Applicant's Comments**

Issue no.	Applicant's Comments
1	The Applicant noted in its Response to Rule 17 Letter [REP5-011] that it submitted a Carbon Capture Readiness Statement alongside the DCO application, setting out how the Proposed Development is decarbonisation ready and that it also addresses hydrogen readiness. The same statement,

Issue no.	Applicant's Comments
	<p>including the hydrogen readiness appraisal, was also submitted in support of the environmental permit application submitted to the EA in November 2025, which was duly made on 12 March 2026.</p> <p>The Applicant intended that the permit application would satisfy the Hydrogen Decarbonisation Readiness Route requirements and, following discussions with the EA permit case officer on 8 June 2026, it has been agreed that the permit application did include a hydrogen readiness appraisal and that the application does seek voluntary hydrogen readiness. It was also agreed that the Applicant will pay any additional fees and provide any additional information required in relation to decarbonisation readiness if requested by the EA through a 'Schedule 5' request.</p> <p>The hydrogen readiness appraisal was submitted voluntarily as part of the permit application because the relevant EA rules and guidance were not available at the time of submission. The Applicant understands that, subsequently, in April 2026, the EA added Decarbonisation Readiness to the list of workstreams for which it proposes to charge in connection with the Applicant's separate environmental permit application. On the basis that the EA has yet to confirm that the permit application fully demonstrates compliance with the Decarbonisation Readiness permit requirements, the Applicant has reinstated Requirements 30 and 31 in the final draft DCO at Deadline 6.</p>
2	<p>The Applicant proposed amendments at Examination Deadline 3 to the wording of a number of draft DCO Requirements (including 11, 12, 13, 14 and 16) in response to the Examining Authority's written question Q1.0.15, strengthening the wording from 'general accordancy' to 'substantially in accordance with'.</p> <p>The EA requested the removal of the term 'substantially' from the Requirements which list the EA as a consultee. The EA consider that using this term in a requirement results in a lack of precision and renders it difficult to enforce.</p> <p>The Applicant's position on why the use of this phrase is 1) appropriate; 2) precedented; 3) consistent with express consideration by the Secretary of State and 4) consistent with Government policy (including in relation to the Government's acceptance of the Nuclear Regulatory Taskforce recommendations) is set out in full in its response to Q1.0.15 in <b>[REP3-024]</b>.</p>

Issue no.	Applicant's Comments
	<p>The Applicant would request that before any determination on this issue is made, those submissions are considered in full.</p> <p>In short, the Applicant considers it is important that the draft DCO allows a degree of flexibility for the final plans submitted pursuant to these requirements to differ slightly from the current outline versions, noting that the final versions may not be submitted for approval for several years (based on construction starting between 2027 and 2034, as per the ES). The revised drafting secures this.</p> <p>The Applicant also considers it is important to note that the final plans are subject to approval by the relevant planning authority and any consultation with specified consultees and so there is already a built-in safeguard against any substantial departures from the outline plans. The provisions relating to materially new or materially different environmental effects in Schedule 8 (procedure for discharge of requirements) to the draft DCO provide a further safeguard in this respect and the Applicant has added a corresponding definition of “substantially in accordance with” to Requirement 1 (interpretation) which reflects the definition of that term in The London Luton Airport Expansion Order 2025.</p> <p>The principle that “substantially in accordance with” secures appropriate flexibility and security has been endorsed across a number of projects (see the relevant extracts of the A47 Wansford to Sutton decision letter and A1 Birtley to Coal House decision letter in the Applicant’s response to Q1.0.15, cited above). The phrase “substantially in accordance with” is the wording included in numerous recently granted orders (including but not limited to The Fenwick Solar Farm Order 2026 (February 2026); The Helios Renewable Energy Project Order 2025 (December 2025) and The Tillbridge Solar Order 2025 (October 2025)). The Applicant sees no reason not to follow this well-established principle.</p> <p>The Applicant has recorded the use of the term “substantially in accordance with” in DCO Requirements as a matter that has not been agreed in the final SoCG with the EA, which has now been signed and submitted at Deadline 6.</p>
3	The Applicant notes that the EA is satisfied in relation to the CEMP.
4	The Applicant notes that the EA is satisfied with comments on the EA’s Deadline 3 submissions, with the exception of the use of the term ‘substantially’ (as per issue 2 above).

Issue no.	Applicant's Comments
5	The final SoCG with the EA has now been agreed after Deadline 5 and it has now been signed and submitted at Deadline 6.

## 3. PD Ports

3.1.1 PD Ports Deadline 5 Submission [REP5-018]. Table 3.1 summarises below the issues raised within PD Ports’ final comments from interested parties on outstanding matters of concern at Deadline 5 **[REP5-018]**.

**Table 3.1: Summary of PD Ports Deadline 5 Submission [REP5-018]**

Issue no.	Summary of Issues
1	PD Ports have suggested that they should be given Protective Provisions.

3.1.2 The Applicant’s comments on the above issues are set out below.

### 3.2. Applicant’s Comments

3.2.1 As set out in its submissions at Deadline 4 [REP4-013] (Table 9.2 Issue No. 2), the Applicant’s strong view is that protective provisions in favour of PD Ports are neither necessary nor justified in this particular case. The Applicant does not repeat its Deadline 4 submissions in full here, but in summary:

- Protective provisions are normally included in DCOs to ensure statutory undertakers will not suffer ‘serious detriment’ to their undertakings. The Applicant does not consider there is any realistic prospect of PD Ports suffering serious detriment in this case because of the limited impact of the Proposed Development on PD Ports’ interests.
- The Applicant proposes to confine the unloading of boats and the transfer of materials to HGVs within Railway Wharf, which is already in the Applicant’s ownership. The Applicant only requires access to a single mooring bollard on PD Ports’ wharf to provide an additional mooring point to provide additional stability to the boats whilst they are moored. The Applicant does not intend to carry out any works to the mooring bollard apart from any repair that may be required as a result of its use.
- All but two of the plots in which PD Ports has an interest are identified for temporary possession and use only and are not therefore subject to compulsory acquisition. Only Plots 3-127 (258m<sup>2</sup> of public highway and verge to the west of the Wharf) and 3-194 (55m<sup>2</sup> of unnamed drain and grassland west of Trent Side) are plots over which rights are sought.

- Article 31 (temporary use of land for carrying out the authorised development) of the draft DCO imposes limits on how long the Applicant may remain in possession of temporary possession plots and requires the Applicant to remove all temporary works and restore the temporary possession plots to the reasonable satisfaction of its owners before giving up possession of the land. Importantly, Article 31(6) requires the Applicant to pay compensation to the owners and occupiers of land of which temporary possession is taken for any loss or damage arising from the exercise of the DCO powers. It is not therefore necessary for protective provisions to be added to the DCO for PD Ports to be entitled to compensation for any loss or damage that may occur due to the Proposed Development.
- In addition to the protections contained in Article 31 of the draft DCO, various Requirements in Schedule 2 to the draft DCO will apply for the benefit and protection of PD Ports' interests.
- The draft DCO contains adequate protections to ensure there will be no serious detriment to PD Ports' undertaking. The Applicant does not consider there to be clear and compelling reasons why the current draft DCO is insufficient or why additional protections in the form of Protective Provisions are needed in this case given the very limited interaction between the Proposed Development and PD Ports' interests.
- Guidance on the Content of a Development Consent Order (April 2024) states that protective provisions "*must be adapted as necessary so they accurately reflect the proposed development. They should also not simply negate other provisions of the DCO, particularly concerning proposed compulsory acquisition of statutory undertakers' land. Examining Authorities are expected to ensure that the final form of a recommended DCO contains protective provisions which are bespoke to the application under consideration.*" In the Applicant's view the protective provisions submitted by PD Ports at Deadline 5 would operate to potentially negate large parts of the DCO and are not suitably tailored to the circumstances of the Proposed Development.

- 3.2.2 The Applicant asks the ExA to note that PD Ports has only made its proposed protective provisions available at Deadline 5 on 9 June 2026, leaving the Applicant with just five working days to respond before the final examination deadline on 16 June. This has frustrated the examination process and means the Applicant has been unable to engage with PD Ports on its requested protective provisions. The Applicant asks the ExA to treat the request for protective provisions accordingly.
- 3.2.3 As reiterated above, the Applicant's firm view is that there is no justification for protective provisions for PD Ports to be included in the DCO. If however the ExA and/or Secretary of State consider there are clear and compelling reasons why protective provisions should be included despite the Applicant's submissions, the Applicant submits at Deadline 6 an amended version of the protective provisions that it would accept if protective provisions are to be imposed (see Appendix 1 of this document). A comparison of the two sets of protective provisions is also submitted at Deadline 6 for the ExA's benefit (see Appendix 2 of this document).
- 3.2.4 The table below explains the Applicant's reasons for disagreeing with the protective provisions requested by PD Ports, as highlighted in the submitted comparison document. The Applicant has made numerous minor amendments to PD Ports' draft provisions to apply correct SI formatting, the relevant Part and Paragraph numbering based on the rest of the draft DCO, correct cross-references to other paragraphs and articles, and to correct other minor formatting issues and errors. These minor changes are not captured in the table below.
- 3.2.5 Some of the provisions proposed by PD Ports are plainly unreasonable and the Applicant notes that they go beyond what is in the Heads of Terms in circulation between PD Ports and the Applicant. The Applicant remains confident that the Terms will be agreed, albeit this may not now be in time for Deadline 6 on 16 June. Highlighting some examples of why the Applicant has had to make some significant amendments to the protective provisions proposed by PD Ports:
- PD Ports's wording seeks to control works to third party apparatus within the Order limits, not just apparatus which belongs to or is maintained by PD Ports. This does not reflect the other protective provisions. Works to third party apparatus are already controlled by the protective provisions in favour of other parties. There cannot be two differing sets of protective provisions that apply to the same apparatus.
  - PD Ports' wording would set a very low threshold for it being able to prevent the Applicant exercising the DCO powers without PD Ports' consent. That is a significant overreach that would not be justifiable in

any scenario, let alone in this case where the interaction between the Proposed Development and PD Ports’ interests is so minimal.

- PD Ports’ wording attempts to impose a statutory requirement for the Applicant to make commercial payments to PD Ports, which the Applicant would have to agree with PD Ports. That is plainly unreasonable and cannot be accepted by the Applicant.

**Table 3.2 Detailed Responses to Proposed Protective Provisions**

Paragraph	Applicant’s commentary
102	Amended to match protective provisions for other statutory undertakers for consistency and because “PD Ports Keadby” is not defined. It needs to be clear who the protective provisions apply for the benefit of, to prevent other parties potentially attempting to rely on them.
103	<p>Definition of “apparatus” amended to refer to apparatus belonging to or maintained by PD Ports. This is consistent with the protective provisions for other statutory undertakers. Apparatus belonging to or maintained by other parties is not PD Ports’ concern and is subject to the protective provisions that apply for the benefit of other parties. It would not be appropriate for two different sets of protective provisions to apply to the same apparatus.</p> <p>Definition of “PD Ports” deleted as not used.</p> <p>Definition of “PD Ports operations” amended as the scope should be limited to the port business and operations, not any ‘other operations’ PD Ports may or may not carry out on the PD Ports site.</p> <p>Definition of “PD Ports Properties Limited” amended to refer to the specific company of that name, consistent with the protective provisions for other statutory undertakers.</p> <p>Definition of “works details” amended for clarity and to remove vague reference to “works to be undertaken in conjunction with Works within the PD Ports site”. The relevant paragraphs (107 and 108) relate to works on the PD Ports site.</p>
104	PD Ports’ drafting would effectively grant them control over the entire authorised development and comes close to contradicting the

Paragraph	Applicant's commentary
	<p>government guidance about not negating the provisions of a DCO. It ignores the fact that the Applicant would in any event reasonably minimise any interference to avoid unduly high compensation payments. Provision amended so that PD Ports does not have the ability to prevent the Applicant from exercising the powers of the DCO without PD Ports' consent. To provide comfort to PD Ports, the amended paragraph affirms that the Applicant will exercise the DCO powers in a manner so as to minimise any interference with the PD Ports operations.</p> <p>"hinder or" deleted on the basis it is much too vague and would set an unacceptably low threshold for this significant restriction on the exercise of the DCO powers to be engaged.</p>
105	<p>Amended to reflect amendments to paragraph 104. PD Ports may still make reasonable requests to the Applicant in relation to items (a) to (c) and the Applicant is obliged to have regard to these in exercising the DCO powers.</p> <p>"at all times" deleted from (c) on the basis it may be necessary for there to be some disruption to access at some times. This will however be minimised as far as reasonably practicable in accordance with paragraph 104.</p>
106	<p>"the alternative apparatus" amended to "any alternative apparatus" to allow for the possibility that alternative apparatus may not actually be required, depending on the particular apparatus in question.</p> <p>"shall hold the same" amended to "benefits from equivalent" to reflect that replacement facilities and rights for alternative apparatus may not be exactly the same as existed for the apparatus, but should be equivalent.</p> <p>"the party responsible for any apparatus" amended to "PD Ports Properties Limited" to reflect amendment to definition of "apparatus", for the same reasons as above.</p>

Paragraph	Applicant's commentary
	<p>Reference to “temporarily extinguish” amended as something cannot be temporarily extinguished. The preceding provisions deal with any temporary disruption to access.</p>
107	<p>“Before commencing any part of the authorised development which would have an effect on the PD Ports operations or access to them” deleted on the same basis as “hinder or” above. Again, this is too vague and depending on how it is interpreted it could effectively hand PD Ports control over the entire authorised development, which is not acceptable. Restrictions should be focused on activities and works taking place on the PD Ports site, since that is the land in which PD Ports has an interest. The other provisions of the draft DCO govern and regulate what can happen on the rest of the Order land, including in relation to accesses. Interference with accesses is also already dealt with in the preceding draft protective provisions for PD Ports.</p> <p>“less than 28 days” amended to “more than 14 days”. “Less” considered to be a typo and 14 days more appropriate than 28 days, which could cause undue delay to the progress of the authorised development.</p>
108	<p>“No works comprising any part of the authorised development which would have an effect on the PD Ports operations or access to them” deleted on the same basis as the equivalent wording in paragraph 107 above. The wording proposed by PD Ports would potentially allow them to prevent commencement of the authorised development until such time as they approve the works details, which is unacceptable. The Applicant should not be required to submit works details for what could potentially be interpreted as the entire authorised development to PD Ports for approval before commencement can begin. That would be a grossly onerous and unjustified restriction.</p> <p>The Applicant’s amendments bring these provisions into line with those that apply for the benefit of other statutory undertakers in respect of retained apparatus (see e.g. Paragraph 92 in relation to Northern Powergrid). PD Ports will still be able to specify reasonable requirements for the protection of its operations.</p>

Paragraph	Applicant's commentary
109	<p>“The authorised development and activities on the wharf and roadways...” deleted on the basis it is not necessary / becomes duplicate wording following the Applicant’s changes to paragraph 108.</p>
110	<p>“a cost agreed with PD Ports Properties Limited for the daily use of the PD Ports site and PD Ports services in consequence of the construction of the authorised development and use of the PD Ports site by the undertaker” deleted. This is an attempt to make commercial payments to PD Ports a requirement of the DCO, which is unacceptable. The Applicant remains confident that it will reach commercial terms with PD Ports in due course. If for any reason that is not possible however, the Applicant requires the ability to carry out the necessary works on the PD Ports site in reliance on the powers of the DCO. As previously explained at Deadline 4 [REP4-013], the DCO makes provision for compensation to be paid to PD Ports in that scenario, as appropriate.</p> <p>Provision amended to reflect the costs and expenses PD Ports may incur under the amended preceding provisions, including the removal etc. of apparatus and the provision of alternative apparatus.</p>
111	<p>“any service provided by” replaced with “damage or interruption to the PD Ports operations” to better clarify the scope of the indemnity, as “PD Ports services” is not defined.</p> <p>Sub-paragraphs (1) and (2) added to match indemnities in favour of other statutory undertakers and to require PD Ports to use reasonable endeavours to mitigate its losses etc. to which the indemnity applies.</p>

## 4. National Gas Transmission

4.1.1 Table 4.1 summarises National Gas Transmission’s Deadline 5 Submission [REP5-016]. The Applicant’s response is contained in Table 4.2.

**Table 4.1: Summary of National Gas Transmission’s Deadline 5 Submission [REP5-016]**

Issue no.	Summary of Issues
1	<p>The Deadline 5 submission from National Gas Transmission [REP5-016] indicates that three issues are outstanding regarding the National Gas Transmission protective provisions, each relating to the definition of “acceptable insurance”:</p> <ul style="list-style-type: none"> <li>(i) the level of third-party liability cover, which the Applicant seeks to reduce from £50 million;</li> <li>(ii) the extent of cover which the Applicant seeks to limit to the construction period only; and</li> <li>(iii) the application of pollution insurance which the Applicant seeks to apply to “sudden and accidental” (as opposed to wider application to any pollution event).</li> </ul>

**Table 4.2: Applicant's Comments**

Issue no.	Applicant’s Comments
1	<p>The Applicant responds as follows on each point raised by National Gas:</p> <ul style="list-style-type: none"> <li>(i) This is no longer in dispute. The draft DCO submitted at Deadline 5 [REP5-003] includes the £50 million figure requested by National Gas.</li> <li>(ii) The Applicant has set out its position on this point in its Deadline 5 submissions [REP5-011] (see Appendix B, Table 2). The Applicant has nothing further to add to those submissions.</li> <li>(iii) The Applicant has set out its position on this point in its Deadline 5 submissions [REP5-011] (see Appendix B, Table 2). The Applicant has nothing further to add to those submissions.</li> </ul>

## 5. John Carney

5.1.1 Table 5.1 summarises John Carney’s Deadline 5 Submission [REP5-019]. The Applicant’s response is contained in Table 5.2.

**Table 5.1: Summary of John Carney’s Deadline 5 Submission [REP5-019]**

Issue no.	Summary of Issues
1	<p>The further comments from Mr Carney relate to “the status of an existing highway and the lawfulness of its alteration, diversion, and effective stopping-up.” The road in question is not identified but as this issue was also raised at Deadline 1, we assume that Mr Carney is commenting on the status of Bonnyhale Road.</p> <p>Mr Carney claims that the road “is a public highway in law” and that it was stopped-up by the diversion of the road around a new ramp which replaced a proposed bridge. This is claimed to be a change made “without statutory authority, without DfT permission, and without public consultation.” Mr Carney claims that the highways rights continue to subsist.</p>

**Table 5.2: Applicant's Comments**

Issue no.	Applicant’s Comments
1	<p>The matters raised by Mr Carney in his Deadline 5 response are similar to those made in his Deadline 1 submission. The Applicant therefore has no more to add to the response provided at Deadline 2 (<b>Document Ref. 8.8</b>). In short, and as was the case on the Keadby 3 CCS DCO where these arguments were rejected, the granting of a DCO provides the appropriate statutory basis for the works in connection with the project, and the Applicant does not consider there is any legal impediment to the implementation of those works as a result of the matters raised by Mr Carney.</p>

## 6. Natural England

6.1.1 Table 6.1 summarises Natural England’s Deadline 5 Submission [REP5-017]. The Applicant’s response is contained in Table 6.2.

**Table 6.1: Summary of Natural England’s Deadline 5 Submission [REP5-017]**

Issue no.	Summary of Issues
1	In response to RIES Q1, Natural England confirmed that previous comments on the wording of DCO Requirement 5(1)(c) have been incorporated and Natural England are content with the wording.
2	In response to RIES Q2, in relation to the additional details provided by the Applicant regarding SuDS design, Natural England is satisfied at this stage and has no further concerns. Natural England request final details to be provided in future iterations of the CEMP, and note that Natural England will be consulted in the final document as per the wording of Requirement 16.
3	Natural England confirmed that the additional detail and clarification provided by the Applicant on the Air Quality assessment addresses Natural England’s outstanding concerns and the remaining issues can be considered resolved.  Natural England state “ <i>Natural England find it reasonable to accept as long as it is secured in a DCO requirement for mitigation at detailed design. However Natural England do not agree that sites already experiencing high N levels should be exempt from mitigation and measures should also be included for these.</i> ”

**Table 6.2: Applicant's Comments**

Issue no.	Applicant’s Comments
1	The Applicant notes that Natural England is satisfied with the wording of DCO Requirement 5(1)(c).
2	The Applicant notes that Natural England is satisfied with the Outline CEMP and will be consulted on the final CEMP in accordance with Requirement 16.
3	The Applicant notes that Natural England confirms there are no outstanding concerns and both parties have now signed a Statement of Common Ground which confirms there are no matters to be resolved ( <b>Document Ref. 9.3</b> ).

Issue no.	Applicant's Comments
	<p>The Applicant contacted Natural England on 11 June 2026 in relation to the statement “as long as it is secured in a DCO requirement for mitigation at detailed design” - the correspondence is quoted below:</p> <p><b><u>Email from the Applicant to Natural England on 11 June 2026 at 12:02:</u></b></p> <p><i>“DCO Requirement 5 already controls the detailed design including of the emissions stack, which must be sited and at a level at which there will be no materially new or materially different environmental effects than those identified in Chapter 8 (air quality) of the Environmental Statement.</i></p> <p><i>We have previously set out to the Examining Authority (including in <a href="#">REP2-005</a> and the response to Action Point 1 of the Issue Specific Hearing in January, including Appendix 1; <a href="#">REP2-006</a> paragraph 4.1.8; and <a href="#">REP1-030</a> paragraph 3.11) why it would not be appropriate for the DCO to include Requirements relating to matters that will be dealt with through the environmental permit required for operation of the Proposed Development (i.e. regulatory duplication and risk of inconsistency), so we don’t consider any additional DCO Requirements relating to air emissions to be necessary.</i></p> <p><i>We will set this out in our response at Deadline 6 next Tuesday.</i></p> <p><i>Would it be possible to get the SoCG signed in time for submission to PINS on Tuesday? The attached has been updated to June 2026 and the clean version is provided for signing. If it could be returned this week then SSE will also have an opportunity to get it signed in time for the deadline on Tuesday.”</i></p> <p><b><u>Email from Natural England to the Applicant on 11 June 2026 at 14:23:</u></b></p> <p><i>“I can confirm that we are content with the updates to the SoCG including the wording and the explanation below relating to the stack heights.</i></p> <p><i>I have attached a signed copy of the clean version and would also appreciate a separate email copy of the final signed copy to be submitted to PINS for our records.”</i></p> <p>The Applicant is therefore pleased to confirm that this matter is now closed.</p>

## 7. Update on Crown Consent (section 135 of the Planning Act 2008)

- 7.1.1 As the ExA will be aware from previous updates, engagement between the Applicant and the solicitors representing The Crown Estate (TCE) in relation to s.135 consent was progressing well. The Applicant had provided all the information requested by TCE and up until 4 June it looked like consent was imminent. However, on 4 June TCE's land agents contacted the Applicant's team. In summary, the Crown has, notwithstanding that the DCO powers cannot be exercised without the Crown's consent pursuant to Article 36 (Crown rights) of the draft DCO, taken the position that commercial terms must be agreed prior to Crown consent being granted.
- 7.1.2 The Applicant strongly disagrees with TCE's position on s.135 consent. As the Applicant has repeatedly pointed out to TCE's representatives, the draft DCO includes Article 36 (Crown rights), which states that the Applicant cannot "take, use, enter upon or in any manner interfere with any land or rights of any description. belonging to His Majesty in right of the Crown and forming part of The Crown Estate *without the consent in writing of the Crown Estate Commissioners*" (emphasis added). The commercial aspects are therefore able to be agreed post-consent, without prejudicing any commercial discussions. Given the inclusion of Article 36 in the DCO, the provision of s.135 consent poses no prejudice to TCE's position. In light of this, the Applicant understands the Crown is considering its position, and the Applicant is awaiting confirmation of whether Crown consent can be issued prior to conclusion of commercial terms.
- 7.1.3 Nonetheless, it has not been possible for the Applicant to obtain s.135 consent in time for the end of the examination. The Applicant will continue to negotiate with TCE's representatives with the aim of finding a way through the current commercial issues and provide an update as possible. For the avoidance of doubt, the Crown does not have any in principle objections to the development, and the sole matter to be agreed relates to commercial terms.

# Appendix 1: PD Ports PPs (for submission on without prejudice basis at D6)

## PART 8

### FOR THE PROTECTION OF PD PORTS PROPERTIES LIMITED

**102.** For the protection of PD Ports Properties Limited the following provisions have effect, unless otherwise agreed in writing between the undertaker and PD Ports Properties Limited.

**103.** In this Part of this Schedule—

“apparatus” means any bollards, bridges, loading and offloading equipment, storage equipment, pipes, cables or other apparatus within the Order limits and belonging to or maintained by PD Ports Properties Limited which provides water, road, electricity or electronic communications to the PD Ports operations, together with any replacement of that apparatus pursuant to this Order;

“alternative access” means appropriate alternative road access which enables PD Ports Properties Limited and any other party operating within the PD Ports site to access the PD Ports operations and PD Ports site in a manner no less efficiently than previously by means of existing road accesses;

“authorised development” has the same meaning as in article 2 (interpretation) of this Order (unless otherwise specified) and includes any associated development authorised by the Order and for the purposes of this Part includes the use and maintenance of the authorised development and the construction of any works authorised by this Order;

“Commence” and “Commencement” in this Part of this Schedule shall include any below ground surveys, monitoring, groundwork operations or the receipt and erection of construction plant and equipment.

“offloading procedure” means the procedure whereby the undertaker, its employees, contractors or sub-contractors are offloading materials, plant or machinery required for the authorised development at the wharf within the PD Ports site, such procedure to commence when the undertaker, its employees, contractors or sub-contractors have commenced docking the relevant vessel at the wharf for the purposes of such offloading;

“PD Ports operations” means the port business and operations carried out upon the PD Ports site;

“PD Ports Properties Limited” means PD Ports Properties Limited (company number 01336570) who registered address is 17-27 Queen’s Square, Middlesbrough, TS2 1AH;

“the PD Ports site” means land and property within the Order limits (identified in this Order as Plots 3-193 to 3-196, 3-199, 3-200, 3-203 and 3-204), vested in PD Ports Properties Limited;

“works details” means, in respect of works to be undertaken within the PD Ports site and in particular Works No 9D and 9E—

- (a) plans and sections;
- (b) details of the proposed method of working, management measures and locations on the PD Ports site;
- (c) details of the timing of execution of works and any interference this may cause to the PD Ports operations;
- (d) details of any management measures (including details of access routes for vehicles to undertake) that will be put in place to ensure that road and rail traffic is still able to access the PD Ports operations and the PD Ports site (unless it would be unsafe to do so in which case such details must provide details of how alternative access is to be provided);
- (e) details of lifting and scheduling activities on the PD Ports site, including the programming and access requirements for any offloading procedures; and
- (f) any further particulars provided in response to a request under paragraph 107.

## Regulation of powers

**104.** The undertaker must exercise the powers granted under this Order so as to minimise, so far as reasonably practicable, any disruption to the PD Ports operations or access to the PD Ports site.

**105.** In exercising the powers granted under this Order in relation to the PD Ports site, the undertaker must have regard to such reasonable requests as PD Ports Properties Limited may make for—

- (a) the continuing safety and operational viability of the PD Ports operations;
- (b) the avoidance of commercial losses to the PD Ports operations;
- (c) the requirement for PD Ports Properties Limited and any other party operating within the PD Ports site to have reasonable access to the PD Ports operations and the PD Ports site.

## Interference with apparatus and access

**106.**—(1) If, in the exercise of the powers conferred by this Order, the undertaker requires that any apparatus is removed, interrupted, severed or disconnected, that apparatus must not be removed, interrupted, severed or disconnected until details of any necessary alternative apparatus have been approved by PD Ports Properties Limited and the alternative apparatus has been constructed at the undertaker's cost and is in operation to the reasonable satisfaction of PD Ports Properties Limited.

(2) The undertaker must ensure that PD Ports Properties Limited benefits from equivalent facilities and rights that it holds for the apparatus in respect of any alternative apparatus.

(3) If the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary restriction of use of streets) prevents the access to any apparatus, the undertaker shall ensure that PD Ports Properties Limited is able to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

(4) The provisions of this paragraph do not apply to apparatus in respect of which the relations between the undertaker and PD Ports Properties Limited are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

(5) If the undertaker uses its powers under the Order to extinguish or permanently acquire any right of road or water access which PD Ports Properties Limited benefits from, then the undertaker must provide at its own cost an alternative access prior to the extinguishment or acquisition of that right of access and ensure that PD Ports Properties Limited shall hold equivalent rights for that access in respect of the alternative access.

## Works

**107.** Before commencing any activities on the PD Ports site the undertaker must submit to PD Ports Properties Limited the works details for the proposed works or activities and such further particulars as PD Ports Properties Limited may, not more than 28 days from the day on which the works details are submitted under this paragraph, reasonably require.

**108.** The activities on the PD Ports site must be carried out in accordance with the works details submitted pursuant to paragraph 107 and in accordance with such reasonable requirements as PD Ports Properties Limited may specify in accordance with paragraph 109.

**109.** PD Ports Properties Limited may, within 28 days of the receipt of works details from the undertaker pursuant to paragraph 107, specify reasonable requirements for—

- (a) the continuing safety and operational viability of the PD Ports operations;
- (b) the avoidance of commercial losses to the PD Ports operations; and
- (c) the requirement for PD Ports Properties Limited and any other party operating within the PD Ports site to have reasonable access to the PD Ports site.

## **Costs and expenses**

**110.** The undertaker must pay to PD Ports Properties Limited the reasonable costs and expenses incurred by PD Ports Properties Limited in connection with the removal etc. of apparatus and the provision of alternative apparatus and the review of works details pursuant to this Part of this Schedule.

## **Indemnity**

**111.**—(1) If by reason of the authorised development there is any material damage or interruption to the PD Ports operations, the undertaker must—

- (a) pay the costs reasonably and properly incurred by PD Ports Properties Limited in making good such damage or restoring the PD Ports operations; and
- (b) make reasonable compensation to PD Ports Properties Limited for any other direct expenses, loss, damages, penalty or costs reasonably and properly suffered or incurred and documented by PD Ports Properties Limited, by reason of any such damage or interruption.

Nothing in sub-paragraph (a) or (b) imposes any liability on the undertaker with respect to any indirect or consequential loss of any third party or any damage or interruption to the extent it is attributable to the act, neglect or default of PD Ports Properties Limited, its officers, servants, contractors or agents.

(2) PD Ports Properties Limited must use reasonable endeavours to mitigate and minimise any expenses, losses, damages, penalties or costs to which the indemnity under this paragraph applies. If requested to do so by the undertaker, PD Ports Properties Limited must provide an explanation of how the claim has been minimised or details to substantiate any claim pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph 111 for claims reasonably incurred by PD Ports Properties Limited.

## **Co-operation**

**112.** The undertaker and PD Ports Properties Limited must each act in good faith and use reasonable endeavours to co-operate with and provide assistance to each other as may be required to give effect to the provisions of this Part of this Schedule.

## **Arbitration**

**113.** Any difference or dispute arising between the undertaker and PD Ports Properties Limited under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and PD Ports Properties Limited, be determined by arbitration in accordance with article 48 (arbitration).

## **Appendix 2: Comparison of PD Ports PPs**

## PART ~~[X]~~8

### FOR THE PROTECTION OF PD PORTS PROPERTIES LIMITED

~~102.1.~~ The following provisions of this Schedule have effect to safeguard the operations of PD Ports Keadby, and are for the benefit of the operation of PD Ports Keadby and For the protection of PD Ports Properties Limited the following provisions have effect, unless otherwise agreed in writing between the undertaker and PD Ports Properties Limited.

~~103.2.~~ In this Part of this Schedule—

“apparatus” means any bollards, ~~bridge~~bridges, loading and offloading equipment, storage equipment, pipes, cables or other apparatus within the Order limits ~~which provide~~and belonging to or maintained by PD Ports Properties Limited which provides water, road, electricity or electronic communications to the PD Ports operations, together with any replacement of that apparatus pursuant to ~~the~~this Order;

“alternative access” means appropriate alternative road access which enables PD Ports Properties Limited and any other party operating within the PD Ports ~~Site~~site to access the PD Ports operations and PD Ports site in a manner no less efficiently than previously by means of ~~PD Ports’~~ existing road ~~or rail~~ accesses;

~~“Authorised Development~~authorised development” has the same meaning as in article 2 (interpretation) of this Order (unless otherwise specified) and includes any associated development authorised by the Order and for the purposes of this Part includes the use and maintenance of the authorised development and the construction of any works authorised by this Order;

“Commence” and “Commencement” in this Part of this Schedule shall include any below ground surveys, monitoring, groundwork operations or the receipt and erection of construction plant and equipment.

“offloading procedure” means the procedure whereby the undertaker, its employees, contractors or sub-contractors are offloading materials, plant or machinery required for the authorised development at the wharf within the PD Ports site, such procedure to commence when the undertaker, its employees, contractors or sub-contractors have commenced docking the relevant vessel at the wharf for the purposes of such offloading;

~~“PD Ports” means the PD Ports, and associated storage, waterway and or road network or any successor body to its functions, operating alongside the River Trent at the PD Ports site located at Keadby, Scunthorpe, England, DN17 3BN;~~

“PD Ports operations” means the port business and ~~other~~ operations ~~of PD Ports~~ carried out upon the PD Ports site;

“PD Ports Properties Limited” means ~~the owner of the land upon which PD Ports operations are undertaken~~PD Ports Properties Limited (company number 01336570) who registered address is 17-27 Queen’s Square, Middlesbrough, TS2 1AH;

“the PD Ports site” means land and property within the Order limits (identified in this Order as Plots 3-193 to 3-196, 3-199, 3-200, 3-203 and ~~3-104~~3-204), vested in PD Ports Properties Limited; ~~and~~

“works details” means— in respect of works to be undertaken in conjunction with Works within the PD Ports site and in particular ~~refers to~~ Works No 9D and 9E ~~of this Order, and; —~~

- (a) plans and sections;
- (b) details of the proposed method of working, management measures and locations on the PD Ports site;
- (c) details of the timing of execution of works and any interference this may cause to the PD Ports operations;
- (d) details of any management measures (including details of access routes for vehicles to undertake) that will be put in place to ensure that road and rail traffic is still able to access the PD Ports operations and the PD Ports site (unless it would be unsafe to do so in which case such details must provide details of how alternative access is to be provided);

- (e) details of lifting and scheduling activities on the PD Ports site, including the programming and access requirements for any offloading procedures; and
- (f) any further particulars provided in response to a request under paragraph ~~6~~107.

### Regulation of powers

~~104.3. Unless otherwise agreed in writing, the~~The undertaker must ~~not~~ exercise the powers granted under this Order so as to ~~hinder or prevent~~minimise, so far as reasonably practicable, any disruption to the PD Ports operations, ~~or access to the PD Ports site without the prior written consent of PD Ports Properties Limited.~~

~~4. Any approval of PD Ports Properties Limited required under paragraph [3] must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as PD Ports Properties Limited may require to be made for—~~

105. In exercising the powers granted under this Order in relation to the PD Ports site, the undertaker must have regard to such reasonable requests as PD Ports Properties Limited may make for—

- (a) the continuing safety and operational viability of the PD Ports operations;
- (b) the avoidance of commercial losses to the PD Ports operations;
- (c) the requirement for PD Ports Properties Limited and any other party operating within the PD Ports ~~Sites~~site to have reasonable access to the PD Ports operations and the PD Ports site ~~at all times~~.

### Interference with ~~Apparatus~~apparatus and ~~Access~~access

~~106.5.~~—(1) If, in the exercise of the powers conferred by this Order, the undertaker requires that any apparatus is removed, interrupted, severed or disconnected, that apparatus must not be removed, interrupted, severed or disconnected until details of ~~the~~any necessary alternative apparatus have been approved by PD Ports Properties Limited and the alternative apparatus has been constructed at the undertaker's cost and is in operation to the reasonable satisfaction of PD Ports Properties Limited.

(2) The undertaker must ensure that PD Ports ~~shall hold the same~~Properties Limited benefits from equivalent facilities and rights that it holds for the apparatus in respect of ~~the~~any alternative apparatus.

(3) ~~Regardless of~~ if the temporary prohibition or restriction of use of streets under the powers conferred by article ~~[X]~~12 (temporary ~~stopping up~~restriction of use of streets, ~~public rights of way and~~ prevents the access ~~land~~to any apparatus, the undertaker shall ensure that ~~the party responsible for any apparatus is at liberty at all times~~PD Ports Properties Limited is able to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

(4) The provisions of this paragraph do not apply to apparatus in respect of which the relations between the undertaker and ~~the party responsible for the apparatus in question~~PD Ports Properties Limited are regulated by the provisions of Part 3 (~~Street~~street works in England and Wales) of the 1991 Act.

(5) If the undertaker uses its powers under the Order to ~~temporarily~~ extinguish or permanently acquire any right of road or water access which PD Ports Properties Limited benefits from, then the undertaker must provide at its own cost an alternative access prior to the extinguishment or acquisition of that right of access and ensure that PD Ports Properties Limited shall hold ~~the~~ equivalent rights for that access in respect of ~~an~~the alternative access.

### Works

~~6. Before commencing—~~

- (a) ~~any part of the authorised development which would have an effect on the PD Ports operations or access to them; or~~

107. Before commencing any activities on ~~or to~~ the PD Ports site, the undertaker must submit to PD Ports Properties Limited the works details for the proposed works or activities and such further

particulars as PD Ports Properties Limited may, not ~~less~~more than 28 days from the day on which the works details are submitted under this paragraph, reasonably require.

~~7. No—~~

~~(a) works comprising any part of the authorised development which would have an effect on the PD Ports operations or access to them; or~~

~~108.(b) The activities and works~~ on the PD Ports site,

~~must are to be commenced until~~carried out in accordance with the works details ~~in respect of those works or activities~~ submitted ~~under~~pursuant to paragraph ~~[6]~~ ~~have been approved by~~107 and in accordance with such reasonable requirements as PD Ports Properties Limited may specify in accordance with paragraph 109.

~~109.8. Any approval of~~ PD Ports Properties Limited ~~required under this Part [X] must not be unreasonably withheld or delayed but may be given subject to such~~may, within 28 days of the receipt of works details from the undertaker pursuant to paragraph 107, specify reasonable requirements ~~as PD Ports Properties may require to be made~~ for—

- (a) the continuing safety and operational viability of the PD Ports operations;
- (b) the avoidance of commercial losses to the PD Ports operations; and
- (c) the requirement for PD Ports Properties Limited and any other party operating within the PD Ports Sitesite to have reasonable access to the PD Ports site ~~at all times~~.

~~9. b) The authorised development and activities on the wharf and roadways within the PD Ports site must be carried out in accordance with the works details approved under paragraph [6] and any requirements imposed on the approval under paragraph [8].~~

### Costs and expenses

~~110.10.~~ The undertaker must pay to PD Ports Properties Limited—

~~(a) a cost agreed with PD Ports Properties Limited for the daily use of the PD Ports site and PD Ports services in consequence of the construction of the authorised development and use of the PD Ports site by the undertaker; and~~

~~(b) the reasonable costs and expenses incurred by PD Ports Properties Limited in connection with the approval of plans, inspection and approval of any~~removal etc. of apparatus and the provision of alternative apparatus and the review of works details pursuant to this Part of this Schedule.

### Indemnity

~~111.11. —(1)~~ If by reason of the ~~Authorised Development~~authorised development there is any material damage or interruption ~~in any service provided by~~to the PD Ports operations, the undertaker must—

- (a) pay the ~~cost~~costs reasonably and properly incurred by PD Ports Properties Limited in making good such damage or restoring the ~~services of~~ PD Ports operations; and
- (b) make reasonable compensation to PD Ports Properties Limited for any other direct expenses, loss, damages, penalty or costs reasonably and properly suffered or incurred and documented by PD Ports Properties Limited, by reason of any such damage or interruption ~~to PD Ports services~~.

Nothing in ~~sub-paragraphs~~sub-paragraph (a) or (b) imposes any liability on the undertaker with respect to any indirect or consequential loss of any third party or any damage or interruption to the extent it is attributable to the act, neglect or default of PD Ports Properties Limited, its officers, servants, contractors or agents.

(2) PD Ports Properties Limited must use reasonable endeavours to mitigate and minimise any expenses, losses, damages, penalties or costs to which the indemnity under this paragraph applies. If requested to do so by the undertaker, PD Ports Properties Limited must provide an explanation of how the claim has been minimised or details to substantiate any claim pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph 111 for claims reasonably incurred by PD Ports Properties Limited.

### **Co-operation**

~~112.12~~– The undertaker and PD Ports Properties Limited must each act in good faith and use reasonable endeavours to co-operate with and provide assistance to each other as may be required to give effect to the provisions of this Part of this Schedule.

### **Arbitration**

~~113.13~~– Any difference or dispute arising between the undertaker and PD Ports Properties Limited under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and PD Ports Properties Limited, be determined by arbitration in accordance with article ~~[X]~~48 (arbitration).

<b>Summary report:</b>	
<b>Litera Compare for Word 11.16.0.74 Document comparison done on 12/06/2026 15:34:05</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> PD Ports requested PPs Deadline 5.docx	
<b>Modified filename:</b> PD Ports PPs (for submission on without prejudice basis at D6).docx	
<b>Changes:</b>	
<u>Add</u>	88
<del>Delete</del>	96
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
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<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>184</b>