



**Canal &
River Trust**

Making life better by water

Your Ref EN010148

Our Ref IPP-229

Tuesday 21 July 2026

EN010148 Deadline 4; Canal & River Trust (interested party reference FD78D5BC9)

Comments on any further information requested by the ExA and received by deadline 3

The Trust wish to make comments with respect to the following documents submitted at Deadline 3:

- REP3-055 / REP3-056 Statement of Commonality (Revision 3)
- REP3-006 / REP3-007 Development Consent Order (Revision 6)

The Statement of Commonality confirms that discussions are underway with the Trust on several matters (listed in Table 2). One of these matters relates to the Development Consent Order, the latest draft of which was submitted at Deadline 3.

There are, at present, two elements relating to the draft Development Consent Order, which the Trust wishes to highlight to the ExA and these are detailed below.

Disapplication of Historic Legislation

We note article 9 of the draft DCO (REP3-006 / REP3-007) seeks to disapply historic legislation listed in Schedule 3 *"in so far as the provisions still in force are incompatible with the powers contained within this Order and do not have a materially adverse impact on the operation or maintenance of the Stainforth and Keadby Canal"* (words in question underlined).

Whilst we appreciate that the applicant has made amendments to the originally submitted draft Order, the wording that the powers should not have a materially adverse impact, as emphasised above, does allow the potential for the provisions to impact the operation or maintenance of the canal as the determination as to whether the powers will have a material impact is open to interpretation.

The Trust's relevant representation, provided examples of made DCOs which observe the principle that the operation and maintenance of the Trust's undertaking is not to be affected by disapplying legislation. The equivalent wording to article 9(1)(h) of the draft DCO in those DCOs is:

"the legislation listed in Schedule 3 (legislation to be disapplied) in so far as the provisions still in force are incompatible with the powers contained within this Order and do not impact on the operation or maintenance of the [name of relevant waterway]"

(The references from the Trust's relevant representation are repeated here for ease: SI 2024/943 (Cottam Solar), SI 2025/116 (West Burton); SI 2025/585 (East Yorkshire Solar); SI 2024/807 (Gate Burton); SI 2025/1105 (Tillbridge Solar).)

The Trust considers that the wording of the draft DCO should reflect this straightforward position: the legislation governing its undertaking should remain in force in order that it may operate and maintain its undertaking. The applicant has not provided

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any reasoning why it may need to disapply legislation to the extent it does not materially adversely impact the Trust's undertaking. Unless the Secretary of State fully understands the legislation that the draft DCO seeks to disapply they should not entertain any modification to the straightforward position they have authorised previously.

Negotiation on Protective Provisions

The Protective Provisions in the latest draft DCO (REP3-006 / REP3-007) are not in the form that the Trust has requested and negotiations are ongoing. In our most recent negotiations with the applicant, the Trust is being challenged on the following key issues to which the Trust has provided its response to the applicant:

1. Powers requiring the Canal & River Trust's consent (not to be unreasonably withheld or delayed), including in relation to the exercise of compulsory acquisition powers and, separately, in relation to surface water discharge (this is pertinent to the Trust as discharges to the canal can have an impact on navigational safety and water management, and we have the expertise to advise on the effects of water discharges)
2. the amount at which the undertaker's indemnity should be capped (including with respect to the downstream costs of any damage related to a canal breach caused by the works in a worst-case scenario)
3. consultation with the Trust on any amendments to certain approved design documents and management plans (i.e. after they have been approved under the requirements) relevant to the Trust's undertaking.

The following issues have also been raised by the applicant and, following discussions with the Trust, are being considered by the applicant: definitions of 'detriment', 'engineer' and 'waterway'; wording relating to alterations to the waterway and wording describing the type of losses covered by the undertaker's indemnity.

Yours Sincerely

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<https://canalrivertrust.org.uk/specialist-teams/planning-and-design>

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