

Tween Bridge Solar Farm

8.18 Written Summary of Oral Submissions at the Compulsory Acquisition Hearing

Planning Act 2008
Infrastructure Planning (Applications: Prescribed Forms
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Revision 2

WRITTEN SUMMARY OF ORAL SUBMISSIONS AT THE COMPULSORY ACQUISITION HEARING

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1 Introduction

1.1. Introduction

- 1.2. This document summarises the oral submissions made on behalf of RWE Renewables UK Solar and Storage Limited (the Applicant) at the Compulsory Acquisition Hearing (CAH) on 24 June 2026 in relation to the Applicant's application for development consent for the Tween Bridge Solar Farm (Scheme).
- 1.3. This document does not purport to summarise the oral submissions made by other parties at the CAH and references to submissions made by other parties are only included to give context to the Applicant's submissions in response.
- 1.4. Reflective of the Applicant's confirmation that a detailed response would be provided at Deadline 3, this document also includes post-hearing responses to some matters raised at the CAH. Where the comment is a post-hearing comment submitted by the Applicant, this is indicated.
- 1.5. This document uses the headings for each item in the agenda published for the CAH by the Examining Authority (ExA) on 4 June 2026 [EV6-001].
- 1.6. All references within this written summary to the **Draft DCO** are referring to Revision 5 [CR1-006] unless otherwise stated.

2 Agenda item 1 – Welcome, introductions and arrangements for the Hearing

- 2.1. The Applicant was represented at the CAH by Tom McNamara (TM), TLT LLP, Legal Director.
- 2.2. The following persons who intended to make submissions on behalf of the Applicant during the CAH were introduced:
 - Claire Priestner (CP), FGP, Managing Director
- 2.3. The following other parties who intended to make submissions during the CAH were introduced:
 - Ms Ciar Donnelly representing National Highways (NH); and

- Ms Vivian Lindley, representing Mr Ray Lindley, a person with an interest in land affected by the Scheme.

3 Agenda item 2 – Purpose of the Issue Specific Hearing

- 3.1. The Applicant did not make submissions on this agenda item.

4 Agenda item 3 – Main Issues

4.1. **Item 3a – The Applicant’s Case for Compulsory Acquisition and Temporary Possession**

- 4.2. The ExA invited the Applicant to present and justify its case for compulsory acquisition (CA) and temporary possession (TP), including how the statutory tests under the Planning Act 2008 have been satisfied and how human rights considerations have been addressed, for the benefit of persons affected by the Scheme.

- 4.3. TM made submissions addressing (i) the powers sought under the Draft DCO, (ii) the justification for those powers, (iii) the applicable statutory tests under the Planning Act 2008, and (iv) human rights considerations.

Powers Sought

- 4.4. TM explained that the Applicant sought powers of CA of freehold interests in land identified in blue on the **Land Plans [REP3-002]**, as well as powers for the CA of rights and the imposition of restrictive covenants over land, identified in pink on the Land Plans. In respect of highway land, the Applicant sought powers for the CA of rights over the land shown in green on the Land Plans.
- 4.5. TM further noted that special category land, comprising registered common land, was identified in yellow on the Land Plans, and that there was now only a limited interface with such land following the Applicant’s Change Request. All special category land is excluded from the scope of CA and TP powers under the Draft DCO.

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- 4.6. TM explained that the principal provisions in the Draft DCO relating to CA include:
- (a) Article 22 (compulsory acquisition of land), corresponding to land shown in blue on the Land Plans;
 - (b) Article 25 (compulsory acquisition of rights and imposition of restrictive covenants), corresponding to land shown in green and pink on the Land Plans; and
 - (c) Articles 32 and 33, which provide for TP of all Order land for construction and maintenance purposes.
- 4.7. TM noted that this reflected the standard approach in made DCOs, combining powers of freehold acquisition, rights acquisition, and TP. The exercise of CA powers would be subject to a time limit of 8 years from the making of the Order under Article 24 of the Draft DCO.
- 4.8. TM further explained that Article 25 is subject to Schedule 8 of the Draft DCO, which identified the plots which would be subject to the CA of rights only and set out the purposes for which such rights are sought (which included inter alia access and cabling). TM emphasised that the Applicant had sought to minimise interference with private interests by pursuing rights rather than freehold acquisition wherever possible.

Justification

- 4.9. TM explained that the purposes for which CA powers were sought was set out in **Appendix 3 of the Statement of Reasons [Document Reference 4.1 Revision 4]**, which cross-referred to the plots listed in the **Book of Reference [CR1-010]** and the relevant Work Numbers in Schedule 1 of the Draft DCO.
- 4.10. TM also referred to the **Statement of Reasons Appendix 2: Schedule of Landowner Negotiations [Document Reference 8.6 Revision 3]**, noting that voluntary agreements (including option agreements) had been secured over approximately 96% of the land required for the solar development, demonstrating the extent to which the Applicant had sought to reach agreement with affected parties in preference to reliance on CA powers.

Statutory Tests

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- 4.11. TM addressed the relevant statutory provisions, including sections 122, 123, 127 and 138 of the Planning Act 2008.
- 4.12. In respect of section 122(2), TM explained that land may be compulsorily acquired where it is:
- (a) required for the authorised development; or
 - (b) required to facilitate or is incidental to that development.
- 4.13. TM submitted that these tests are satisfied, as demonstrated in the **Statement of Reasons [Document Reference 4.1 Revision 4]**, which identified the necessity for each plot of land by reference to the specific element of the authorised development.
- 4.14. In respect of section 122(3), TM submitted that there was a compelling case in the public interest for the inclusion of CA powers, as emphatically set out in detail in Section 5 of the Statement of Reasons.
- 4.15. TM further explained that the test within section 123(2) was satisfied because all land over which CA powers were sought was included within the application and no additional land had been introduced during the examination.
- 4.16. In relation to sections 127 and 138, which concern statutory undertakers' land and protective provisions, TM explained that the Draft DCO includes appropriate protective provisions (PPs) for the protection of statutory undertakers, and that these would ensure that there would be no serious detriment to statutory undertakers' operations. TM confirmed that discussions were ongoing with relevant parties to refine those provisions in certain cases.

Human Rights Considerations

- 4.17. TM acknowledged that the exercise of CA and TP powers could engage human rights considerations for those with interests in land, as set out in the **Statement of Reasons [Document Reference 4.1 Revision 3]**.
- 4.18. TM referred in this regard to the European Convention on Human Rights, in particular to:

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(a) Article 1 of Protocol 1 (peaceful enjoyment of property), noting that this was a qualified right and that any interference must strike a fair balance between private loss and public benefit; and

(b) Article 6 (right to a fair trial), noting that the DCO process provides affected persons with the opportunity to participate fully in the examination and make representations.

- 4.19. TM submitted that any interference with these rights would be justified in this case by the compelling public interest case for the Scheme and by the procedural safeguards which existed to protect the rights of those affected (e.g., through participation in the examination process).

Applicant's approach to CA of the freehold interest in land vs CA of rights

- 4.20. The ExA asked how the Applicant's acquisition strategy distinguishes between freehold acquisition, acquisition of rights, and temporary possession.
- 4.21. TM explained that the Applicant's approach was driven by the nature and extent of the impact on land interests. Where the authorised development would effectively remove or fundamentally deprive the landowner of its beneficial interest in the land, freehold acquisition was sought. Conversely, where the proposed use (for example, underground cabling) would be compatible with the continuation of existing land uses, the Applicant sought acquisition of rights only, rather than freehold acquisition. TM emphasised that this approach would minimise interference with landowners' interests and reflected a proportionate acquisition strategy.

4.22. Item 3b – Site Specific Matters

Consideration of Plot 8-6

- 4.23. The ExA invited Ms Lindley to make her submissions in respect of Plot 8/6.
- 4.24. Ms Lindley raised two principal concerns:
- (a) a lack of consistent engagement in negotiations with the Applicant; and

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(b) the proposed cable routing across plot 8/6, with multiple route options being discussed at different stages, before the Applicant ultimately proceeded on the basis of the cable route proposed across plot 8-6.

4.25. The ExA summarised these concerns as relating to:

(a) the adequacy of engagement between the Applicant and the landowner; and

(b) perceived changes to the proposed cable route.

4.26. In response, TM addressed each point in turn.

(a) **Engagement:** TM did not accept that there had been a lack of engagement, noting that correspondence (including letters and emails) with Mr Lindley (the registered owner of the land) had been ongoing since July 2024, with regular contact evidenced in the **Statement of Reasons Appendix 2: Schedule of Landowner Negotiations [Document Reference 8.6 Revision 3]**. TM confirmed that discussions were progressing with the landowner's agents (Brown & Co), and that the Applicant had in fact been in contact with Brown & Co that day. TM emphasised the Applicant's commitment to continuing constructive engagement.

(b) **Cable route selection:** TM acknowledged that cable route options had evolved over time, noting that this approach was typical for a project of this scale. TM explained that consideration had been afforded to potential solar development on the land but, in the absence of a response from the landowner over a prolonged period, the Applicant had not pursued this option. TM confirmed that the route selected (known as Route A-B) represents the Applicant's preferred route, having regard to engineering and environmental considerations, and that further changes at this stage would not be appropriate.

4.27. The ExA invited Ms Lindley to explain why the proposed Route A-B was not acceptable.

4.28. Ms Lindley explained that the previously identified option (known as Route C-D) would have been shorter and less disruptive; that the proposed Route A-B would have greater impacts on drainage and farming operations, including implications for future generations of the farm; and that the Applicant had provided insufficient justification as to why Route A-B has been selected over alternative options.

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- 4.29. The ExA requested that the Applicant provide evidence demonstrating that alternative cable routes had been properly considered, including the reasons why Route C-D was not taken forward.
- 4.30. TM acknowledged that this analysis was not set out within the application documents, but confirmed that the Applicant could provide an explanation of the route selection process, including why Route A-B has been considered the most appropriate and why alternatives are not reasonable. TM reiterated that engagement with the landowner was ongoing and confirmed the Applicant's willingness to arrange further meetings with Ms Lindley to progress discussions.
- 4.31. **Action 1: The Applicant agreed to provide a written explanation of the route selection for Plot 8/6, including consideration of alternative routes and how the chosen route satisfies relevant policy and statutory tests.**
- 4.32. **Post-hearing note: The Applicant will provide the information in respect of Action 1 at Deadline 4.**
- 4.33. **Deadline 4 Response to Action 1: There are five distinct reasons for why the chosen Route A-B has been preferred to the Route C-D (see plan at p55 of [REP2-109]). The five reasons are set out in detail below:**
- a. **The discounted C-D Route does not connect the panel areas directly and would have required the cable route to use a stretch of road. This would be more disruptive and costly to do. The type of cabling proposed would require at least four separate ducts which would be more disruptive to the road than the usual one duct, and would require full closure of the road. This would not have been known at the time of engagement in March 2024. Had this route been chosen at that time, it is likely the Applicant would have later sought the A-B Route in any case.**
 - b. **The proposed A-B route is direct between panel areas and does not require any cable route to follow the road route, only a single crossing point of the road which is anticipated to avoid full closure of the road.**
 - c. **The proposed A-B Route was originally in a field proposed to be used for solar panels, before the negotiations with the Lindley**

family ceased. Its position within a field to be used for panels was originally advantageous in planning and cost terms.

- d. The proposed A-B route of cabling only affects one landowner and the discounted C-D route affected 3 landowners.
- e. The C-D route affected residential properties that the Applicant would try to avoid.

- 4.34. The ExA asked whether Ms Lindley alleged that there would be private loss arising from the CA of rights over the land.
- 4.35. Ms Lindley confirmed that there would be private loss, noting in particular:
- (a) impacts on land intended to support future generations of the farming business including future development; and
 - (b) adverse effects on drainage infrastructure.
- 4.36. The ExA requested that details of the alleged private loss be set out in writing by Ms Lindley for Deadline 4.
- 4.37. TM made further submissions in respect of the impacts of the proposed cable route:
- (a) TM noted that the installation of the cable represented a limited physical interference, with land capable of continuing in agricultural use following installation; and
 - (b) in respect of drainage, TM confirmed that the **Outline Construction Environmental Management Plan (CEMP) [Document Reference 7.1 Revision 4]** included binding provisions requiring any affected drainage infrastructure to be protected, repaired or replaced, thereby ensuring no long-term adverse effect.
- 4.38. In response to Ms Lindley's submission, the ExA queried whether the presence of the cable would restrict future development of the land.
- 4.39. TM confirmed that this was a matter which the Applicant would address in writing.

- 4.40. **Action 2: The Applicant will provide a written response addressing the extent to which future development may be constrained by the presence of the cable.**
- 4.41. **Post-hearing note: The Applicant will provide a response in respect of Action 2 following submission, by Ms Lindley, of the specific nature of the alleged loss from the CA of rights over Plot 8/6. The Applicant notes that because Ms Lindley was requested to provide this statement at Deadline 4, the first opportunity that the Applicant will have to respond will be at Deadline 5.**

Schedule of Landowner Negotiations: Appendix A of the Statement of Reasons [Document Reference 8.6 Revision 3]

- 4.42. The ExA asked whether the Schedule of Landowner Negotiations was up to date. TM confirmed that there had been a recent, positive update, noting that Heads of Terms had now been agreed with a landowner, and that this update would be reflected in the next submission of the Schedule at either Deadline 3 or Deadline 4.
- 4.43. The ExA sought clarification on certain aspects of the Schedule of Negotiations, noting that some affected persons appeared under the “reference number” column rather than under the columns identifying owners, tenants or occupiers.
- 4.44. CP explained that these individuals were included within the Schedule of Landowner Negotiations as parties with third-party rights (for example, a right of way), rather than as owners, tenants or occupiers. CP noted that the current format of the Schedule of Landowner Negotiations did not include a dedicated column for such interests, which is why those parties had been recorded in this way. The ExA requested that this be clarified through amendment of the Schedule when the next iteration is submitted.
- 4.45. **Action 3: The Applicant agreed to update the Schedule of Landowner Negotiations [Document Reference 8.6 Revision 3] to include a separate column identifying parties with third-party rights and to clearly categorise all affected persons.**
- 4.46. **Post-hearing note: The Applicant will submit an updated Schedule of Landowner Negotiations at Deadline 4. This update will clarify the correct**

categorisation of interests and will remove Part 2 and Part 3 claimants from the Schedule where no active negotiations are being progressed.

- 4.47. Deadline 4 Response to Action 3: an update to Statement of Reasons Appendix 2 Schedule of Landowner Negotiations [Document Reference 8.6 Revision 3] has been prepared and submitted at Deadline 4.**
- 4.48. The ExA noted that the Applicant had demonstrated progress in securing Heads of Terms in respect of plots where permanent acquisition was sought, but queried the position in respect of plots where the CA of rights only were sought. The ExA requested clarification as to:
- (a) what steps had been taken to engage with such parties, particularly where no response had been received; and
 - (b) evidence of those engagement efforts.
- 4.49. The ExA indicated that, where engagement had not been achieved by Deadline 4, the Applicant should provide a document identifying, for each affected plot, the nature of the private loss and an explanation of why such loss is justified in the public interest.
- 4.50. TM acknowledged that some parties, particularly institutional lenders and organisations, can be difficult to engage with. TM confirmed that the Applicant will update the Schedule of Landowner Negotiations to:
- 4.51. clearly identify where active negotiations were ongoing;
 - 4.52. set out dates of contact and attempts to engage; and
 - 4.53. provide further explanation of the status of negotiations.
- 4.54. TM also confirmed that the Applicant would include a summary of its position in respect of private loss and how any private loss would be outweighed by the public benefits of the Scheme in respect of those plots where agreement had not been reached.
- 4.55. Action 4: The Applicant agreed to provide an updated Schedule of Landowner Negotiations and supporting information setting out engagement activity,**

negotiation status, and justification in respect of private loss and public benefit.

- 4.56. Post-hearing note: As noted in respect of Action 3, the Applicant will submit an updated version of the Statement of Reasons Appendix 2 Schedule of Landowner Negotiations [Document Reference 8.6 Revision 3] at Deadline 4. The Applicant will also provide supporting information in respect of the private loss of landowners affected by the CA of rights and imposition of restrictive covenants, at Deadline 4.
- 4.57. Deadline 4 Response to Action 4: The Applicant notes that the Examining Authority was seeking clarity as to the steps which were being taken to make contact with parties from whom a land agreement was being sought. Statement of Reasons Appendix 2: Schedule of Landowner Negotiations [Document Reference 8.6 Revision 3] has been updated at Deadline 4 to provide this information. It is however important to note that, in the previous iteration of the Schedule of Landowner Negotiations submitted at Deadline 2 [REP2-O85], the majority of instances where "no response from landowner" was included by way of status update related to cases where the Applicant is not seeking a land agreement from the relevant affected party. This is because the parties in question are category 2 or 3 persons with an interest in land, whose land could be affected by the Scheme but with whom the Applicant is not in contact regarding a land agreement on the basis that they do not own the land and are therefore not able to grant a legal interest or right in the Applicant's favour. The Schedule of Landowner Negotiations has therefore been updated at Deadline 4 to remove these parties and so is now an accurate record of the cases where there is a completed or active negotiation (n.b., this includes statutory undertakers where there are active discussions concerning protective provisions).
- 4.58. This provides relevant context to the next aspect of the Examining Authority's request, which was to receive a table or document setting out the private loss vs public benefits of the Scheme in cases where no contact has been received from a party from whom the Applicant is seeking a land agreement. In the Schedule of Landowner Negotiations submitted at Deadline 4, it will be seen that the Applicant has established contact with all affected parties, with the sole exception of North Lincolnshire Council (NLC) in relation to parcel 10/12. On this basis, noting that the Examining Authority's request

pertained to cases where no contact has been received from parties where land agreements are being sought, the Applicant assumes that the schedule of private loss vs public benefits would, in effect, be confined to the plot – 10/12 – in respect of which NLC has an interest. Given NLC's status as part of this examination, the Applicant is confident that it should be possible to establish contact with the relevant team within NLC in due course to discuss the Applicant's requirements for plot 10/12. However, if it has not been possible to do so by Deadline 6, the Applicant will set out its position in respect of private loss vs public benefits, insofar as relevant to NLC's interest in plot 10/12, at that deadline. The Applicant trusts that this accords with the Examining Authority's expectations.

- 4.59. The ExA referred to a representation made by a landowner [REP2-109] and requested that the Applicant provide a written response to that representation.
- 4.60. **Action 5: The Applicant agreed to provide a written response to the representation [REP2-109].**
- 4.61. **Post-hearing note: The Applicant has responded to REP2-109 as part of the Applicant's Responses to Stakeholder Responses to ExQ1 [Document Reference 8.15 Revision 1].**

Consideration of Plot 10-14

- 4.62. The ExA noted that Plot 10-14 appears to be affected by an interest held by Hutchison 3G (likely relating to telecommunications infrastructure), and queried why this party has not been identified as a statutory undertaker in the Schedule of Landowner Negotiations nor referenced in the protective provisions or the **Statutory Undertakers Position Statement [REP2-082]**.
- 4.63. TM acknowledged that this point would require further confirmation in writing. TM indicated that Hutchison 3G UK Limited was a communications code operator under the Communications Act 2003, and would therefore benefit from the protective provisions set out in Part 2 (for the protection of operators of electronic communications code networks) of Schedule 14 of the Draft DCO. TM noted that such provisions are commonly drafted to apply broadly rather than to named operators, and that telecommunications operators do not typically engage actively in the examination process, notwithstanding that they would have received statutory notices.

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- 4.64. The ExA queried why BT is specifically referenced within the Statutory Undertakers' Position statement, whereas Hutchison 3G is not.
- 4.65. **Action 6: The Applicant agreed to confirm the position in relation to whether Hutchinson 3G (and potentially other code operators) should be treated as statutory undertakers.**
- 4.66. **Post-hearing note: The Applicant will provide the information in respect of Action 6 at Deadline 4.**
- 4.67. **Deadline 4 Response to Action 6: For completeness, the Applicant has added Hutchinson 3G Limited to the Statutory Undertakers Position Statement [Document Reference 7.12 Revision 4] submitted at Deadline 4. The Applicant has also added On Tower UK Limited to the same document, as it is (in the same way as Hutchinson 3G Limited) a public communications provider for the purposes of the Communications Act 2003 and listed in the Book of Reference [REP3-012]. Both of these parties were served with a notice under section 56 of the Planning Act 2008 and neither party has made a representation about the Application as part of the examination process. On this basis alone, section 127 of the Planning Act 2008 does not apply to these parties (since this section applies where a representation has been made about an application for an order granting development before the completion of the examination of the application, and the representation has not been withdrawn).**
- 4.68. **Whilst bespoke protective provisions are not being proposed for these parties, each would be afforded an appropriate and highly precedented level of protection by virtue of the protective provisions for code operators in Part 2 of Schedule 14 to the Draft DCO [Document Reference 3.1 Revision 7]. The Applicant has nevertheless contacted both parties to seek their confirmation that they are content with the protective provisions which are proposed and have no other matters to raise. A response is awaited.**
- 4.69. **Item 3c – Statutory Undertakers**
- 4.70. The ExA requested an update on the status of negotiations with statutory undertakers, with reference to the most recent **Statutory Undertakers' Position Statement [REP2-082]**.

British Telecommunications plc (BT)

- 4.71. The ExA queried why limited progress had been made with BT.
- 4.72. TM confirmed that attempts had been made to engage with BT, but no substantive engagement had been forthcoming. TM indicated that this may suggest that BT considers its interests to be adequately protected by the Draft DCO and the protective provisions within Part 2 of Schedule 14. TM also noted that BT had not submitted a representation to the examination at this stage, so section 127 would not be engaged in BT's case (see section 127(1)(b) of the Planning Act 2008).

Cadent Gas

- 4.73. The ExA requested an update in respect of Cadent Gas.
- 4.74. TM confirmed that discussions were progressing well and the parties were close to reaching agreement, with only a limited number of outstanding issues. TM explained that the principal issue relates to "veto" provisions, whereby statutory undertakers seek to include drafting preventing the exercise of certain Order powers (including CA powers) without their consent. TM stated that the Applicant is opposed to such provisions in principle, on the basis that they would undermine the effect of the Order. TM noted that recent precedent and drafting guidance (including PINS' guidance on Draft DCOs¹) supports the position that provisions should not negate or fetter core Order powers. TM confirmed that this issue was common across negotiations with multiple statutory undertakers.
- 4.75. The ExA noted that, where the Applicant departs from the approach taken in protective provisions for statutory undertakers in recent solar DCOs, a robust justification would be required.
- 4.76. TM confirmed that the Applicant would rely on both recent precedent and current guidance to justify its position, noting that precedent is not uniform and should be considered alongside more recent policy and drafting guidance.

¹ [Nationally Significant Infrastructure Projects: Advice Note 15: drafting DCOs](#)

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- 4.77. The ExA noted that, in practice, where the Secretary of State had adopted a consistent approach to protective provisions, that approach was often followed in subsequent decisions.
- 4.78. TM proposed that, at Deadline 4, the Applicant would provide a comprehensive summary for each statutory undertaker, identifying:
- (a) the outstanding points of disagreement;
 - (b) the Applicant's position and how the protective provisions protect the relevant undertaker in accordance with sections 127 and 138 of the Planning Act 2008; and
 - (c) the statutory undertaker's preferred drafting.
- 4.79. This would enable the ExA to consider competing positions in a structured way.
- 4.80. TM noted that section 127 of the Planning Act 2008 would be engaged only in circumstances where a statutory undertaker has made a representation as part of the process. TM further noted that the test would not apply where a statutory undertaker had formally confirmed that any objection had been withdrawn.
- 4.80.1. **Action 7: The Applicant agreed to provide a comprehensive summary setting out the position with each statutory undertaker to be submitted at Deadline 4.**
- 4.80.2. **Deadline 4 Response to Action 7: The Applicant has submitted this summary at Deadline 4 as Justification for the Applicant's preferred protective provisions [Document Reference 8.23 Revision 1].**

Exolum Pipeline System

- 4.81. TM confirmed that discussions have been progressing well, with only minor outstanding issues. TM expressed confidence that agreement would be reached and that Exolum should accordingly be in a position to withdraw its representation before the close of Examination.

National Grid

- 4.82. TM confirmed that discussions were ongoing, with no substantive change in position to that set out in the latest version of the Statutory Undertakers' Position

Statement. The “veto” provision had also arisen in this context and could prevent full agreement.

Northern Powergrid

- 4.83. TM confirmed that discussions were progressing in a similar way to National Grid, with confidence that most issues could be resolved, notwithstanding the “veto” point.

Yorkshire Water Services

- 4.84. TM noted that Yorkshire Water had confirmed that it did not have specific concerns, and that its interests were adequately protected through standard protective provisions for water and sewerage undertakers at Part 1 of Schedule 2 of the Draft DCO. Yorkshire Water has not submitted a representation, so section 127 was not engaged in this case.

Electronic communications code operators (Protective Provisions in Part 2 of Schedule 14 to the Draft DCO)

- 4.85. The ExA queried whether the Applicant intended to rely solely on general protective provisions in respect of code operators (including BT).
- 4.86. TM confirmed that there were no bespoke protective provisions for code operators, but that these parties benefitted from the general provisions within Part 2 of Schedule 14 to the Draft DCO and no concerns have been raised by the relevant parties concerned to date. The Applicant was therefore currently proceeding on the assumption that there would be no bespoke protective provisions for these parties within the Draft DCO.

Drainage Authorities

- 4.87. TM confirmed that protective provisions have been included in the Draft DCO in respect of drainage authorities at Part 3 of Schedule 14 which would provide protection for both Doncaster East Internal Drainage Board and Isle of Axholme and North Nottinghamshire Water Management Board. TM noted that, whilst previous attempts to engage with the Internal Drainage Boards (IDBs) had not resulted in responses, there had recently been engagement with the relevant legal representatives and discussions were now progressing.

Network Rail

- 4.88. TM reported that discussions with Network Rail's legal representatives were ongoing but remained at an early stage. TM noted that the "veto" issue remained a key area of disagreement. TM confirmed that the position would be fully set out in the Applicant's submission at Deadline 4 as part of Action 7.

Canal and River Trust (CRT)

- 4.89. TM confirmed that discussions with the Canal and River Trust were ongoing, with a small number of issues outstanding. TM confirmed that the Applicant was confident that these issues could be resolved, with a fuller position as to status to be provided at Deadline 4.

National Highways (NH)

- 4.90. NH provided an update to the ExA, noting that discussions with the Applicant had progressed since Deadline 1, although some key issues remain outstanding, including the "veto" provision. NH confirmed that it would provide precedent in support of its position and would submit its preferred protective provisions at Deadline 4.
- 4.91. The ExA queried NH's concerns in relation to horizontal directional drilling (HDD) beneath the Strategic Road Network (SRN), noting that such works were presumably relatively common.
- 4.92. NH confirmed that it was content in principle with HDD, subject to appropriate controls being secured within the protective provisions. NH noted that discussions with the Applicant on this point have been constructive.
- 4.93. NH summarised the remaining areas of disagreement with NH as including:
- (a) the "veto" provision; and
 - (b) the level of detail and control mechanisms for works beneath the SRN.
- noting that progress had been made and expressed the expectation that these matters could be resolved by the close of the examination.

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- 4.94. The ExA requested that the Applicant provide a written note addressing the issue in respect of the “veto” provisions across all statutory undertakers, including reference to relevant precedent.
- 4.95. TM noted that, whilst it may not be possible to reach full agreement with NH on the “veto” provisions, discussions to date have been positive and constructive, and have assisted in narrowing the areas of disagreement to be considered by the ExA. TM noted that a further area of disagreement with NH related to the level and extent of information that NH requested the Applicant provide ahead of any works commencing, which the Applicant considered went beyond what is reasonably necessary given the nature and scale of the proposed works. TM nevertheless indicated that progress was being made in respect of these matters through ongoing engagement.
- 4.96. **Action 8: The Applicant confirmed that as part of producing a note on the up to date position with each statutory undertaker under Action 7, the Applicant would include a note addressing the common area of disagreement regarding the “veto” provision and setting out relevant precedent in support of its position.**
- 4.97. **Deadline 4 Response to Action 8: The Applicant has submitted this note at Deadline 4 as Justification for the Applicant’s preferred protective provisions [Document Reference 8.23 Revision 1].**
- 4.98. **Item 3d – Funding**
- The ExA will ask the Applicant to summarise, and advise of any updates to, the Funding Statement.*
- 4.99. The ExA queried whether the **Funding Statement [REP2-007]** remained up to date.
- 4.100. TM confirmed that the Funding Statement was current and that no amendments were currently proposed.

5 Agenda item 4 – Any other matters

- 5.1. The Applicant had no additional matters to make under this agenda item.

6 Agenda item 5 – Closure of the hearing

TWEEN BRIDGE SOLAR FARM

WRITTEN SUMMARY OF ORAL SUBMISSIONS AT THE COMPULSORY ACQUISITION HEARING

July 2026

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6.1. The ExA closed the hearing.