



Application by RWE Renewables UK Solar and Storage Limited for Tween Bridge Solar Farm Project

The Examining Authority's commentary and questions on the draft Development Consent Order Issued on 11 August 2026

Responses are due by deadline 6: 22 September 2026

The following table sets out the Examining Authority's (ExA's) commentary and questions in relation to the latest version of the draft Development Consent Order (dDCO) [Clean version: **REP5-002** & Tracked version: **REP5-003**]. This document takes into account the evidence submitted to the Examination to date. Some aspects of the dDCO are under active discussion between the parties. The ExA will consider any further evidence that is submitted before the close of the Examination in making its recommendation to the Secretary of State (SoS).

Column 1 assigns each row a unique reference number. When you are responding to a question or item, please start your answer by quoting the unique reference number.

Column 2 of the table indicates to which Interested Parties (IPs) and other persons each question or comment is primarily directed to. Please respond to all questions/comments directed to you, providing a substantive response, or indicating that the matter is not relevant to you for a reason. This does not prevent an answer or comment being provided to a question by a person to whom it is not directed, should the matter be relevant to their interests. If you are responding to a small number of comments or questions, answers in a letter will suffice. If you are answering a larger number of questions, it will assist the ExA if you use a table based on this one to set out your responses. An editable version of this table in Microsoft Word is available on request from the [case team](#).

Any matters not agreed or concluded, and fully documented as such, will fall to be adjudicated by the ExA through its Recommendation to the Secretary of State.

The commentary provided is without prejudice to any final recommendation and it does not confine the ExA recommendation report to these provisions. As such, the final recommendation report may include recommendations for DCO provisions which are not listed in this document.

Use of artificial intelligence (AI) in casework evidence

If you use AI to create your submission, you should tell us that you have done this. You should specify which systems or tools you have used, the source of the information that the AI system has based its content on, and what information the AI has been used to create or alter. Further information can be found in the Planning Inspectorate's [guidance](#). By following this guidance, you will help the ExA to understand the origin and accuracy of the information submitted, thereby supporting fair and impartial decision-making. **If you do not declare the use of AI in any evidence submission where it has been used or remove evidence such as watermarks, we reserve the right to reject the submission.**



Abbreviations used:

ALC	Agricultural Land Classification	LVMS	Landscape and visual mitigation strategy
BESS	Battery Energy Storage System	LWS	Local Wildlife Site
BMV	Best and Most Versatile	MWh	Megawatt Hours
BOAT	Byway open to all traffic	NDHA	Non-designated heritage assets
CA	Compulsory Acquisition	NE	Natural England
CDC	City of Doncaster Council	NGET	National Grid Electricity Transmission Plc
CFL	Critical Flood Level	NLC	North Lincolnshire Council
CLWS	Candidate Local Wildlife Site	NPA	Neighbourhood Planning Act
CNP	Critical National Priority	NPS	National Policy Statement
dDCO	Draft development consent order	NSIP	Nationally Significant Infrastructure Project
DESNZ	Department for Energy Security and Net Zero	OECMP	Outline ecological construction management plan
DfT	Department for Transport	OLEMP	Outline landscape ecological management plan
DL	Decision letter	PA2008	Planning Act 2008
EA	Environment Agency	PPG	National Planning Practice Guidance
EIA	Environmental Impact Assessment	PRoW	Public right of way
EM	Explanatory Memorandum	PV	Photovoltaic
ES	Environmental Statement	RR	Relevant representation
ExA	Examining Authority	RVAA	Residential Visual Amenity Assessment
FRA	Flood Risk Assessment	SOAEL	Significant observed adverse effect level
km	Kilometre	SPA	Special Protection Area
kV	Kilovolt	SSSI	Site of Special Scientific Interest
LOAEL	Lowest observed adverse effect level	TP	Temporary Possession



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1.	Part 1 – Preliminary	
DCO.1.1	Applicant	Article 2 - Please amend the definition of apparatus at article 2(1) to state: “apparatus” has the same meaning as in section 105(1) (minor definitions) of the 1991 Act; except that, unless otherwise provided, it further includes pipelines (and parts of them), aerial markers, cathodic protection test posts, field boundary markers, transformer rectifier kiosks, electricity cables, telecommunications equipment and electricity cabinets.’ (as per Peartree and One Earth made DCOs) - Please delete article 2(6). This is not necessary (see paragraph 9.2 of the Secretary of State’s (SoS) decision letter for the made Peartree solar DCO).
2.	Part 2 – Principal powers	
DCO.2.1	Applicant	Article 3 - Please amend article 3(1) as follows: “Subject to the provisions of this Order and the requirements in Schedule 2 (requirements), the undertaker is granted development consent for the authorised development to be carried out within the Order limits.” - Please also delete article 3(2). The ExA has considered the applicant’s response to EXQ2 2.5.1 (Articles) [REP4-062], including the precedents cited. However, this issue was directly addressed and settled in one of the most recently made solar DCOs. In the Peartree made solar DCO the applicant (RWE Renewables UK Solar and Storage Limited) proposed exactly the same wording in revision 11 of its dDCO. The SoS made the order excluding the wording at Article 3(2). Reasons are given in the ExA recommendation report (paragraphs 7.43 to 7.46) and the SoS decision letter. Please could the applicant therefore amend the dDCO accordingly, deleting Article 3(2), by deadline 6. - For the same reason please amend article 5 as follows: ‘—(1) The undertaker may at any time maintain the authorised development, except to the extent that this Order or an agreement made under this Order provides otherwise. (2) This article only authorises the carrying out of maintenance works within the Order limits. (3) This article does not authorise the carrying out of any works which are likely to give rise to any materially new or materially different effects that have not been assessed in the environmental statement’.
DCO.2.2	Applicant	Article 6 In relation to article 6 in revision 11 of the dDCO for Peartree solar farm (which includes the same wording as the applicant proposes), paragraph 9.2 of the SoS decision letter stated in part: ‘Deletion of article 6 (maintenance of drainage works) to avoid inconsistency with existing statutory regimes and other provisions of the Order.’ Please could the applicant either delete this article or explain the need for including it, taking into account the SoS decision in Peartree.
DCO.2.3	Applicant	Article 8 The applicant’s response to EXQ2 question 2.5.2 (Articles) [REP4-062] is noted. However, the applicant should delete article 8(3)(1)(b) and bring the dDCO in line with the Peatree made Order, for which RWE Renewables UK Solar and Storage Limited was the applicant. Alternatively, provide an explanation as to why a deviation from the approach in Peartree should be taken. The reference made to article 47 is noted. However, this only applies to compensation rather than development costs. Any liability provisions would be largely redundant in a situation where, for example, a holding company goes into insolvency. It is the responsibility of the ExA to ensure that the applicant/ undertaker has funding to cover compensation and development costs for this reason. The same funding tests should be capable of being applied prior to transfer to a holding company or subsidiary. At present, the ExA considers that the dDCO does not secure this.
DCO.2.4	Applicant and Canal and River Trust	Article 9 Could the applicant please explain any differences between article 9 of the dDCO [REP5-002] and article 8 of the made Peartree made Order. Please amend as necessary. Please also explain why article 9 is drafted differently to the made Tillbridge, Cottam and Gate Burton Orders, insofar as it relates to operation or maintenance of the Stainforth and Keadby Canal. Please refer to the Canal and River Trust deadline 4 representation in this regard [REP4-077]. Could CRT please provide a response to the applicant’s deadline 5 response [REP5-042] to CRT deadline 4 submissions?
DCO.2.5	Applicant	Article 10 Please delete paragraph 10(2) because compliance with approved plans may be relevant evidence but may not be the only factor to be considered, given the relevant nuisances, as per the SoS decision on the Peartree made Order.

Ref:	Directed to:	Commentary or question
3.	Part 3 - Streets	
DCO.3.1	Applicant	Article 11 Draft DCO [REP5-002] article 11 does not require that the applicant obtains approval from the street authority. The vast majority of recently made solar DCOs include this requirement, including the made Peartree DCO, for which RWE was the applicant. The made Fenwick DCO does not include this requirement. However, in that case, the applicant and CDC agreed a draft Framework Highway Agreement and a separate article required this agreement to be reached before various works in part 3 (including street works). The applicant should therefore either include a Framework Highway Agreement or amend article 11 to include the following additional wording: ‘(4) The powers conferred by paragraph (1) must not be exercised without prior written consent of the street authority.’ Alternatively, confirm whether and how protective provisions would address these issues as alluded to by the applicant in table 3-11 of the SoCG [REP5-047].
DCO.3.2	CDC and NLC	Article 12 Please could CDC and NLC confirm whether article 12 of the dDCO [REP5-002] is acceptable? If not, please provide alternative wording or modifications by deadline 6. The ExA notes that in the SoCG [REP5-047] between the applicant and CDC this matter is identified as ‘agreed’.
DCO.3.3	CDC and the Applicant	Articles 14, 16, 17, 19 (Deemed consent period) CDC is advised to review the equivalent provisions in the recently made Peartree Solar DCO, which all seem to include the same 28 deemed consent period. Could CDC please advise why a different approach should be taken for the proposed development. The applicant is advised to introduce an additional paragraph in each of these articles in relation to deemed consent provisions. For example, After Article 14(6) a new paragraph should be inserted stating: ‘If an application for consent under paragraph (4) does not include the statement required under paragraph (6), then the provisions of paragraph (5) will not apply to that application.’ These changes should be made to articles 14, 16, 17 and 19 (Please refer to the made Peartree DCO for precedent).
DCO.3.4	Applicant and CDC	Article 14 Article 14(3)(c) allows the undertaker to ‘reduce the width of the carriageway’. Why is this power necessary? Please remove this if not necessary.
DCO.3.5	CDC	Article 16 CDC has outlined that it is not content with the wording at article 16(5)(b) which states in part that ‘such consent not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions’. However, could CDC please refer to Article 14(5)(b) of the made Peartree DCO for recent precedent and provide a justification for a different approach?
DCO.3.6	Applicant	Article 16(5)b Please replace article 16(5)b with the following (see Peartree): ‘any other street or public right of way without the consent of the street authority, which may attach reasonable conditions to the consent, such consent not to be unreasonably withheld.’ This is already addressed under article 16(9) of the dDCO [REP5-002].
4.	Part 4 – Supplemental powers	
DCO.4.1	EA and Applicant	Article 20(10) The EAs deadline 2 response [REP2-102] outlines that dDCO article 20(10) (previously 19(10)) should be removed. This is re-iterated in the EA’s deadline 5 representation [REP5-062]. However, it is not particularly clear why the EA is requesting the removal of this article. Could the EA explain this in more detail? Presumably this article is aimed at ensuring that separate consent is not required in addition to an environmental permit where such a permit has already been granted? Could the EA provide its preferred wording for this article? Could the applicant please explain in more detail the rationale for the article, taking into account the EA representations. Is there any precedent for this article in made solar DCOs? Is this article necessary if there is no prospect of a permit being applied for (due to the absence of a need for such a permit)?
DCO.4.2	Applicant	Article 22 Delete ‘or delayed’ from article 22(4)(b) as this is already addressed in article 22(6).

Ref:	Directed to:	Commentary or question
5.	Part 5 – Powers of acquisition	
DCO.5.1	Applicant	Article 23(2) Please review the list of articles that compulsory acquisition is subject to. Please explain why these differ from those included in the Peartree made Order (Article 22(2)). In particular, should this article include reference to articles 30, 32 and schedule 14? Please also consider the SoS conclusions in his decision letter for the Peartree made Order. Paragraph 9.2 states in part: ‘Amendment to article 22 (compulsory acquisition of land) to include articles 25 (private rights over land) and 26 (power to override easements and other rights) as articles that the provision is subject to’
DCO.5.2	Applicant	Article 24 Please add the following article: ‘(3) The applicable period for the purposes of section 4 of the 1965 Act (time limit for giving notice to treat) and section 5A of the 1981 Act (time limit for general vesting declaration) (as modified by this Order) is the period of five years beginning on the day on which this Order is made.’ This reflects changes made by section 185 of the Levelling-up and Regeneration Act 2023 to the Compulsory Purchase Act 1965 and the Compulsory Purchase (Vesting Declarations) Act 1981.
DCO.5.3	Applicant	Article 26(1) Please amend this article to state: ‘Subject to paragraph (2) to (4), the undertaker may acquire compulsorily such rights over the Order land or impose such restrictive covenants over the Order land including rights and restrictive covenants for the benefit of a statutory undertaker as may be required for any purpose for which that land may be acquired under article 23 (compulsory acquisition of land), by creating them as well as by acquiring rights and the benefit of restrictions already in existence.’
DCO.5.4	Applicant	Article 28 Please ensure that this article is consistent with article 27 of the made Peartree DCO, having regard also to paragraph 9.2 of the SoS decision letter for that case. This article should be amended to reflect changes made by section 185 of the Levelling-up and Regeneration Act 2023 to the Compulsory Purchase Act 1965 and the Compulsory Purchase (Vesting Declarations) Act 1981.
DCO.5.5	Applicant	Article 31 Please ensure that this article is consistent with article 29 of the made Peartree DCO, having regard also to paragraph 9.2 of the SoS decision letter for that case. This article should be amended to reflect changes made by section 185 of the Levelling-up and Regeneration Act 2023 to the Compulsory Purchase Act 1965 and the Compulsory Purchase (Vesting Declarations) Act 1981.
DCO.5.6	Applicant	Article 35 Can the applicant please explain the reason for the difference between article 31 of the made Peartree DCO and article 35 of the dDCO [REP5-002]? Please take into account that the SoS removed parts (c) and (d) of revision 11 of the dDCO for Peartree.
6.	Part 6 – Miscellaneous and general	
DCO.6.1	Applicant	Article 38 Please delete this article (and Schedule 10) to ensure consistency with the most recent approach taken by the SoS in the Peartree made DCO (see paragraph 9.2 of the SoS decision letter).
DCO.6.2	Applicant	Article 44 Please delete article 44(2) as it is not necessary.
DCO.6.3	Applicant	Article 45(1) Please amend this article to state: ‘Except where otherwise expressly provided for in this Order and unless otherwise agreed in writing between the parties, any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled in arbitration in accordance with the rules set out in Schedule 13 (arbitration rules) of this Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.’

Ref:	Directed to:	Commentary or question
DCO.6.4	Applicant	Article 49 Please delete article 49. This is the consistent approach taken in all recent solar DCOs including Peartree and One Earth made DCOs. As such, whilst the ExA acknowledges the applicant's attempted justification for this provision, it should be removed.
7. Schedule 2 - Requirements		
DCO.7.1	Applicant	Requirement 8 Natural England's deadline 5 submission [REP5-066] states in part that "all details provided in the outline Non-Breeding Bird Mitigation Strategy (oNBBMS) (Rev 7) [REP4-029] must also be within the oLEMP". The applicant should consider updating requirement 8 to refer to this document given that NE appears to be relying on this in its conclusions. If the applicant proposes a different approach then it needs to fully justify this.
DCO.7.2	NLC, CDC and the applicant	Requirement 8(3)(a) The ExA notes CDC's response to EXQ2 Q2.2.5 [REP4-082]. Could CDC and the applicant please come to an agreement on draft wording for dDCO Requirement 8(3)(a). Reference should be made to specific percentages for different area-based habitat units. The applicant is advised to acknowledge the approach taken by the SoS and ExA in considering the Peartree solar farm made Order. In that case, the applicant's final dDCO omitted any commitment to % BNG in the wording of the LEMP requirement. However, paragraph 3.4.54 of the recommendation report shows that the applicant provided additional wording, including area-based habitat unit BNG percentages, on a without prejudice basis. Ultimately that alternative wording was included in the made DCO. In addition, the applicant should also note the examples cited in CDC's response to EXQ2 Q2.2.5. If a different approach is proposed for Tween Bridge then the applicant will need to fully justify this. If the applicant refuses to amend the DCO as above, then it should please provide the alternative wording (setting out area-based habitat unit percentages) to allow the SoS the option of including wording with accurate percentages. CDC and the applicant should also explain how CDC's involvement in monitoring would be secured and funded within the dDCO. NLC should also provide representations confirming whether it intends to be involved in the monitoring of new habitats in relation to BNG.
DCO.7.3	Applicant and CDC	Requirement 12 In relation to CDC's response to EXQ2 2.5.1 [REP5-058], could the applicant please confirm how the archaeological mitigation would be finalised and how this would be secured in the draft DCO. Is the applicant suggesting that this would be included within the Written Scheme of Investigation (WSI)? If so, shouldn't Requirement 12 be amended to at least refer to the requirement to set out proposed mitigation within the WSI (perhaps as part 1 of the WSI)? Could CDC provide exact proposed wording for requirement 12 in the event that agreement cannot be reached with the applicant?
DCO.7.4	Applicant, EA and NLC	Requirement 14 [REP3-006] In its written summary of oral submissions at ISH2 [REP3-082] the EA has suggested an additional requirement in relation to land contamination. Could the EA please clearly set out why such a requirement is necessary. In particular, please explain what site-specific circumstances (i.e. evidence of potential contamination) necessitate this additional requirement? Could NLC please provide its preferred wording for a requirement as referred to in its comments on the applicant's response to EXQ2 Q2.9.3 [REP5-057]?
DCO.7.5	Applicant	Part 2 – Article 1 Please add the following articles (please see Peartree made DCO): ‘(6) For deemed consent under paragraph (3) to apply to any application for consent under paragraph (1), the application must include a statement that the provisions of paragraph (3) apply to that application (7) If an application for consent under paragraph (1) does not include the statement required under paragraph (4), then the provisions of paragraph (3) will not apply to that application.’ Please also amend other articles accordingly in line with paragraph 9.2 of the Peartree made DCO SoS decision letter, which states in part: “Article 9 (disapplication and modification of legislative provisions), article 11 (street works), article 13 (power to alter layout, etc., of streets), article 15 (temporary closure or restriction of streets and public rights of way), article 16 (access to works), article 18 (traffic regulation measures), article 19 (discharge of water), article 21 (authority to survey and investigate the land) and Part 2 of Schedule 2 (procedure for discharge of requirements) have been amended to provide that where approval for any consent is deemed to have been given after the lapse of a particular period of time, that the undertaker must notify the appropriate consenting authority of this provision.”

Ref:	Directed to:	Commentary or question
8.	Schedule 10 – Acquisition of wayleaves, easements and other rights	
DCO.8.1	Applicant	Please delete this schedule as per the ExA comments in relation to article 38.
9.	Schedule 14 – Protective Provisions	
DCO.9.1	All Statutory Undertakers, CDC, NLC and the applicant	General The ExA notes that negotiation is ongoing on Protective Provisions (PPs) and on that basis is not proposing to set out preferred wording at this present time. All parties (including Statutory Undertakers) who are negotiating protective provisions should set out their preferred wording, identifying areas of disagreement on the applicant's proposed wording where agreement has not been reached. This should be provided by deadline 6 and updated at deadline 8.
DCO.9.2	CDC, NLC and the applicant	Part 10 Could NLC and CDC please provide representations on the protective provisions at part 10 of schedule 14 to the dDCO [REP5-003]? The applicant is advised that protective provisions should be drafted to apply to 'the highway authorities' as opposed to just CDC. This will ensure consistency of approach across administrative boundaries. For that reason, NLC should review the protective provisions in conjunction with the applicant and CDC. The ExA also suggests that these protective provisions should serve to provide necessary functions from Article 18 (now deleted) of the originally submitted dDCO [AS-002].
DCO.9.3	Applicant, Isle of Axholme & North Nottinghamshire Water Level Management Board and Doncaster East Internal Drainage Board	Internal Drainage Boards (Part 3) Paragraph 1.5 of the applicant's justification for preferred protective provisions [REP5-040] states in part: "The Applicant notes that discussions with the Isle of Axholme and North Nottinghamshire Water Level Management Board and Doncaster East Internal Drainage Board on the protective provisions provided for the benefit of drainage authorities (Schedule 14, Part 3 of the Draft DCO) are at an early stage. An update on these protective provisions is not therefore included in this document, on the basis that points of disagreement, to the extent there might be any, have not currently been established. A further update to this document will be provided at Deadline 5 if matters have progressed to a material extent by that time. " The applicant should agree these as a matter of urgency and confirm at deadline 6 any areas of disagreement which remain. The applicant should provide a full justification for it's preferred protective provisions at deadline 6 in respect of each IDB (to be updated at deadline 8). This should include reference to similar provisions in recently made solar DCOs. Please could the Isle of Axholme & North Nottinghamshire Water Level Management Board and Doncaster East Internal Drainage Board set out their current positions on the applicant's preferred PPs [REP5-040], with specific regard to the statutory tests set out at s127 of the Planning Act 2008? In particular, please confirm whether (and if so, how) the proposed development would cause serious detriment to the carrying out of your undertakings. 2: If agreement cannot be reached, please provide your preferred protective provisions for the specific areas of disagreement at deadline 6 (notwithstanding that the ExA acknowledges that negotiations with the applicant are ongoing).
DCO.9.4	Applicant and Canal and River Trust (CRT)	Canal and River Trust Liability (Part 4) Table 2 of the applicant's justification for preferred protective provisions [REP5-040] suggests in part that the CRT is seeking a much higher liability cap than was agreed for the made West Burton, Gate Burton, Cottam and Tillbridge DCOs. Could the applicant set out what caps were agreed in those instances? Could CRT please confirm why it is seeking a higher liability cap in respect of this proposed development? CRT's deadline 5 representation [REP5-061] is noted. However, could CRT please confirm the following: 1: What is CRT's current position if the applicant's preferred PPs [REP5-040] are adopted, with specific regard to the statutory tests set out at s127 of the Planning Act 2008? In particular, please confirm whether (and if so, how) the proposed development would cause serious detriment to the carrying out of CRT's undertakings. 2: If agreement cannot be reached, please provide your preferred protective provisions for the specific areas of disagreement at deadline 6 (notwithstanding that the ExA acknowledges that negotiations with the applicant are ongoing).
DCO.9.5	Applicant	Exolum and NGET Indemnity (Part 1 and Part 6) The ExA notes that the applicant is seeking several additions to the protective provisions which would effectively require Exolum and NGET to obtain the undertakers consent prior to settling third party claims. However, does this not place an unreasonable burden in an event where either party needs to settle a third party claim quickly? Please provide recent precedent for this proposed wording?

Ref:	Directed to:	Commentary or question
DCO.9.6	Exolum Pipeline System Ltd	Exolum Pipeline System Ltd (Part 6) 1: Could Exolum Pipeline System Ltd please comment on the updated protective provisions at part 6 of schedule 2 to the latest version of the dDCO [REP5-003]? Please set out your position with specific regard to the statutory tests set out at s127 of the Planning Act 2008 and confirm whether (and if so, how) the proposed development would cause serious detriment to the carrying out of your statutory undertakings. 2: If agreement cannot be reached, please provide your preferred protective provisions for the specific areas of disagreement at deadline 6 (notwithstanding that the ExA acknowledges that negotiations with the applicant are ongoing).
DCO.9.7	Applicant	Northern Power Grid (Part 1) The applicant's justification for preferred protective provisions [REP5-040] seeks in part to justify the introduction of an additional paragraph relating to indirect or consequential losses to third parties. The applicant's justification indicates that this is proposed because it should not be held liable for such losses arising from work undertaken by NPG. However, the proposed wording does not seem to make it clear that it relates to circumstances where NPG would be undertaking work resulting in third party losses. As such, the ExA considers paragraph b) should be amended to clarify that it applies to work undertaken by NPG.
DCO.9.8	Cadent Gas Limited	Cadent Gas (Part 9) 1: Could Cadent Gas please comment on the updated protective provisions for Cadent Gas contained in the latest version of the dDCO [REP5-003]? Could Cadent Gas please set out its position with specific regard to the statutory tests set out at s127 of the Planning Act 2008. In particular, please confirm whether (and if so, how) the proposed development would cause serious detriment to the carrying out of Cadent Gas's undertakings. 2: If agreement cannot be reached, please provide your preferred protective provisions for the specific areas of disagreement at deadline 6 (notwithstanding that the ExA acknowledges that negotiations with the applicant are ongoing).
DCO.9.9	National Highways (NH)	National Highways (Part 7) NH's deadline 5 representation [REP5-063] is noted. However, could NH please confirm the following: 1: What is NH's current position if the applicant's preferred PPs [REP5-040] are adopted? Could NH set out its position in these circumstances with specific regard to the statutory tests set out at s127 of the Planning Act 2008. In particular, please confirm whether (and if so, how) the proposed development would cause serious detriment to the carrying out of NH's undertakings. 2: If agreement cannot be reached, please provide your preferred protective provisions for the specific areas of disagreement at deadline 6 (notwithstanding that the ExA acknowledges that negotiations with the applicant are ongoing).
DCO.9.10	Environment Agency	Environment Agency (Part 5) The EA's deadline 5 representation [REP5-062] is noted. However, could the EA please confirm the following: 1: What is the EA's current position if the applicant's preferred PPs [REP5-040] are adopted? Could the EA set out its position in these circumstances with specific regard to the statutory tests set out at s127 of the Planning Act 2008. In particular, please confirm whether (and if so, how) the proposed development would cause serious detriment to the carrying out of the EA's undertakings. 2: If agreement cannot be reached, please provide your preferred protective provisions for the specific areas of disagreement at deadline 6 (notwithstanding that the ExA acknowledges that negotiations with the applicant are ongoing). 3: Could the EA specifically confirm whether the proposed development would affect any pumping station or related function and whether the applicant's proposed protective provisions address statutory undertakings in relation to pumping stations?
DCO.9.11	National Grid Electricity Transmission plc	NGET (Part 1) The SoCG submitted at deadline 5 [REP5-053] is noted. However, could NGET please confirm the following: 1: What is NGET's current position if the applicant's preferred PPs [REP5-040] are adopted? Could NGET set out its position in these circumstances with specific regard to the statutory tests set out at s127 of the Planning Act 2008. In particular, please confirm whether (and if so, how) the proposed development would cause serious detriment to the carrying out of NGET's undertakings. 2: If agreement cannot be reached, please provide your preferred protective provisions for the specific areas of disagreement at deadline 6 (notwithstanding that the ExA acknowledges that negotiations with the applicant are ongoing).).

Ref:	Directed to:	Commentary or question
DCO.9.12	Network Rail	Network Rail (Part 8) The SoCG submitted at deadline 5 [REP5-045] is noted. However, could Network Rail please confirm the following: 1: What is Network Rail's current position if the applicant's preferred PPs [REP5-040] are adopted? Could Network Rail please set out its position in these circumstances, with specific regard to the statutory tests set out at s127 of the Planning Act 2008. In particular, please confirm whether (and if so, how) the proposed development would cause serious detriment to the carrying out of Network Rail's undertakings. 2: If agreement cannot be reached, please provide your preferred protective provisions for the specific areas of disagreement at deadline 6 (notwithstanding that the ExA acknowledges that negotiations with the applicant are ongoing).
DCO.9.13	Applicant	PA2008 s127 Please could the applicant set out its position in respect of all statutory undertakers land with regard to s127 of the Planning Act 2008? The applicant should update its justification for preferred protective provisions [REP5-040] to reflect the statutory tests at s127 (in particular 127(3) and 127(6)).