Tween Bridge Solar Farm

8.27 Applicant Responses to the ExA Commentary on the dDCO

Planning Act 2008

Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

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1 Introduction

1.1.1. This document has been prepared by RWE Renewables UK Solar and Storage Ltd (the Applicant) for submission to the Examining Authority (ExA). It provides the Applicant's response to the ExA's commentary and questions on the Draft Development Consent Order (DCO) issued on 11 August 2026.

2 Applicant's response to ExA's commentary on the Draft DCO

Table 1: Applicant's response to ExA's commentary on the Draft DCO

Ref:	Directed to:	Commentary or Question	The Applicant's Response
1. Part – 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)	The Applicant has made the requested amendment to the definition of apparatus at article 2(1) in the **draft DCO [Document Reference 3.1 Revision 9]** submitted alongside this submission, as requested. The Applicant does not, however, consider it necessary to remove article 2(6). The Applicant considers it appropriate to retain this on the basis that there are various references to "including" throughout the Draft DCO. The Applicant would highlight that wording is included in the more recently made solar DCO, Beacon Fen Energy Park Order 2026, and it has sought to align with the wording utilised therein. The Applicant underlines that given the references to "including", article 2(6) is justified here to ensure that the DCO is not

		• 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).	construed narrowly which could, in turn, have unanticipated impacts on the delivery of the Scheme.
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	The Applicant has amended article 3(1) in the **Draft DCO [Document Reference 3.1 Revision 9]** submitted alongside this submission, as requested. However, the Applicant has not removed article 3(2). The Applicant considers there is a strong justification for the provision in the case of this scheme. In particular, it is necessary to ensure that there are no local acts or other legislation that might hinder the construction, operation, maintenance and decommissioning of the authorised development. Including this article ensures that the construction, operation, maintenance and decommissioning of the authorised development are not jeopardised by

		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	any incompatible statutory provisions which might exist, i.e. a provision which would be an absolute restriction that could not be dealt with unless by statutory amendment. The provision would prevent delay in this situation by ensuring that the authorised development could be constructed without impediment. The Applicant has carried out a proportionate search of local legislation that applies within reasonably close proximity to land within the Order limits. The specific local enactments identified through the Applicant's proportionate search of local legislation are disapplied under article 9 (Application and modification of statutory provisions) via Schedule 3 to the Order insofar as the provisions still in force are inconsistent with how the powers in the Order can be exercised. The Applicant stresses that the DCO regime is intended to operate as a 'one-stop shop' and excluding the provision runs the risk of delaying this nationally significant infrastructure project. The Applicant also notes that Article 3(2) would only operate to the extent of any inconsistency between this Order and another enactment. It

		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'.	does not disapply statutory controls generally and does not remove any requirement for separate consents where those consents are expressly preserved by the Planning Act 2008 or this Order. The provision therefore serves a limited and targeted purpose in avoiding unintended legislative conflict. For completeness, this provision was not subject to specific consideration in the ExA's recommendation report on Peartree Hill.
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	Article 6 merely preserves existing responsibilities for drainage of land. The provision is necessary to ensure that the powers granted by the DCO do not unintentionally alter or displace existing responsibilities for the maintenance of drainage systems. The authorised development could intersect with a range of existing drainage assets (field drains, and infrastructure maintained by landowners). Without this provision, there would be uncertainty as to whether the undertaker's powers could override or transfer established maintenance obligations.

		including it, taking into account the SoS decision in Peartree.	The Applicant notes that the Secretary of State's decision letter stated that the removal of the equivalent provision in the Peartree Hill DCO was " to avoid inconsistency with existing statutory regimes and other provisions of the Order". The Applicant has been unable to identify any provision of the Order which would be inconsistent with Article 6. The ExA's commentary refers to inconsistency with existing statutory regimes. However, no specific statutory regime has been identified which would be displaced, modified or undermined by the retention of Article 6. Absent such an identified conflict, the Applicant considers that retaining an express saving provision provides useful legal certainty. However, in deference to the ExA and the Secretary of State, the Applicant has amended the provision so that it states, "*Except where otherwise expressly provided for in this Order*". This addresses the concern identified.
DCO.2.3	Applicant	Article 8 The applicant's response to EXQ2 question 2.5.2 (Articles) [REP4-062]	The Applicant strongly objects to the removal of article 8(3)(1)(b), as the delivery model for the

		is noted. However, the applicant should delete article 8(3)(1)(b) and bring the dDCO in line with the Peartree 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 subsidary. At present, the ExA	Scheme remains under consideration and will not be confirmed until post-consent stage. For commercial reasons, delivery of a solar project is typically through a Special Purpose Vehicle (SPV) established by the ultimate promoting body for that purpose. This SPV arrangement provides for future commercial flexibility whilst not affecting any liability or compliance with the requirements of a Funding Statement (on which, see below) which are fulfilled by that ultimate promoting body. On some projects, the SPV has been established *prior* to the application, acts as the Applicant, and is defined as the undertaker in the relevant DCO. For example, whilst Springwell Solar Farm is an EDF project, the applicant was, and the undertaker is, Springwell Energy Farm Ltd (an EDF subsidiary SPV). Similarly, Cottam Solar, West Burton, East Pye, and Green Hill are each Island Green Power projects, but each project has its own SPV which acts as applicant and is named as undertaker. The DCOs for those projects therefore do not include an equivalent to article 8(3)(1)(b) because it is unnecessary. (However, some of those DCOs do nevertheless contain similar provisions allowing for

		considers that the dDCO does not secure this.	the transfer of the benefit of the Order as regards particular works or groups of works, to a holding company or subsidiary). On other projects, however, no SPV is established in advance, and the application is made in the name of (and the undertaker is named in the DCO as being) a more general development company within the corporate group. In those circumstances, it is precedented for the DCO to provide (as article 8(3)(1)(b) provides in this case) for the transfer of the benefit of the Order to a holding company or subsidiary of the named undertaker without the consent of the Secretary of State, in order to enable the transfer to a "delivery SPV" post-consent. This was notably the case for RWE's own Byers Gill Solar project (where, as here, the promoter was RWE Renewables UK Solar and Storage Limited) with article 8(4)(b) included in the Byers Gill Solar Order 2025, which is in identical terms to article 8(3)(1)(b)) in this case. The Applicant accepts that the DCO for Peartree Hill Solar, although also promoted by RWE Renewables UK Solar and Storage Limited, does not contain an equivalent provision. This was a

			reflection of the Applicant's expectations regarding the specific delivery model for that project during the application and examination process, which are specific and unique to that project and should not be extended to this Scheme. The Applicant's position as regards article 8(3)(1)(b) is therefore both precedented and reflective of the typical approach adopted as regards delivery of solar projects via an SPV established for that purpose. The Applicant considers that the removal of the provision where it is required (as is the case here) would impose an unnecessary additional hurdle (by thereby requiring Secretary of State consent), causing the Applicant delay and potential detriment in its delivery of the project. The Applicant would further note that Article 8(9) is clear that "the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker". It is therefore not the case that any

			liability would be redundant – any liability (and restrictions and obligations) under the Order would apply equally to a transferee as to the named undertaker. Consistent with the precedented approach to the drafting of this article, this obligation rightly applies to compensation as opposed to development costs (on which see further below). Article 47 requires the provision of a guarantee, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker in respect of specified provisions of the DCO. In this context, the Applicant would highlight that Article 47 references the temporary possession article, in addition to compulsory acquisition of land. The Applicant submits that neither it, nor any other prudent developer particularly any developer such as the Applicant which has a portfolio of solar projects across the UK, would provide guarantees in respect of compulsory acquisition and temporary possession (i.e., stemming from development) in circumstances

			where it did not have the development costs in place. The ExA sets out that it is seeking to ensure that "the applicant/ undertaker has funding to cover compensation and development costs". The tests in the Compulsory Acquisition Guidance are that: - Paragraph 18 – in respect of land and compensation, "*Applicants should be able to demonstrate that adequate funding is likely to be available to enable the compulsory acquisition within the statutory period following the order being made, and that the resource implications of a possible acquisition resulting from a blight notice have been taken account of.*" - Paragraph 17, in respect of wider development costs, the Funding Statement "should provide as much information as possible about the resource implications of both acquiring the land and implementing the project for which the land is required."

			- The Applicant has complied with both of these tests. The inclusion of article 8(1)(b) does not affect this. In particular, the Applicant would highlight that the Guidance is clear that whilst there is a requirement to demonstrate funding "is likely" to be in place for compensation, this contrasts with wider development costs where "as much information as possible" should be provided. The Funding Statement does precisely that. The Applicant's position is that the two requirements should not be conflated.
DCO.2.4	Applicant and Canal and Rivers 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 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	In relation to the differences between the draft DCO and the Peartree Hill DCO, the Applicant would note: • The Applicant has amended the preamble contained in Article 9(1) for consistency with article 8(1) of the Peartree Hill DCO. • The Applicant has amended the ordering of article 9(1)(a) to (c) to

		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?	mirror article 8(1) of the Peartree Hill DCO. • The Applicant has re-ordered the list so that it matches the list in the Peartree Hill DCO. The Applicant provides the following justification for the inclusion of sub-paragraph 9(1)(f) which was not included within article 8 of the Peartree Hill DCO. Regulation 13 of the Town and Country Planning (England) Regulations is referenced here on the basis that article 43 contains the relevant powers and controls in relation to trees which are subject to tree preservation orders. The matter should therefore not be the subject of further regulatory consideration or control and cause duplication or unnecessary uncertainty. Please see the Applicant's response to Q5.1.3 in Written Responses to ExQ1 **[REP2-087]** which sets out a detailed explanation of the purpose and justification for the disapplication of Regulation 13. Articles 9(2) and (3) are identical to Article 8(2) and (3) so no changes have been made.

			The Applicant's justification for the variation in article 9 the **Draft DCO** as compared to Tillbridge and Gate Burton is set out on page 5 to 7 of **[REP5-042]**. In short, the additional phrasing "unless such an impact is authorised by the provisions of Schedule 14" ensures that the disapplication under article 9 is consistent with the Applicant's preferred protective provisions for the protection of CRT.
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.	The Applicant has removed article 10(2) in the Draft DCO [**Document Reference 3.1 Revision 9**] submitted alongside this submission, as requested.
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	The Applicant's position is that: 1. The distinction between the Peartree Hill DCO, and the Draft DCO [**Document**

		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].	**Reference 3.1 Revision 9**] is that the proposed power in article 11 of the draft DCO is limited by reference to "the streets specified in Schedule 4". By contrast, the Peartree Hill DCO permits the relevant street works in "any of the streets as are within the Order limits". In these circumstances, a requirement for approval is considered duplicative and unnecessary because the relevant streets have already been specifically identified in Schedule 4, are subject to a detailed examination process and would be authorised by the Secretary of State if the Order is made. 2. The Applicant's approach here is identical to that adopted in the recently consented Beacon Fen Energy Park Order 2026 (see article 11) and Byers Gill Solar Order 2025 (see article 9) – both of which where there was no Framework Agreement – as well as the West Burton Solar Project Order 2025 (article 8), the Tillbridge Solar Order 2025 (article 8), the Oaklands Farm Solar Park Order 2025 (see article 8), the Dean Moor

			Solar Farm Order 2026 (see article 10), and the Springwell Solar Farm Order 2026 (see article 8). In respect of these Orders, the Applicant has been unable to find any indication that the omission of a consent provision is in any way related to a Framework Agreement. The Fenwick DCO is, in other words, an outlier. In addition, unlike the Fenwick DCO, the Draft DCO includes a number of additional controls. 3. In particular, the Applicant considers there are appropriate controls already in place, including (not least) the fact that the CDC permit scheme would apply (see article 12 of the Draft DCO). The Protective Provisions for Local Highway Authorities (which apply to CDC) at Part 10 of Schedule 14 also secure a requirement that "the highway works must not commence until … the detailed design information and a programme of works has been submitted to and approved by the local highway authority" (paragraph 137), and sets out a process by which "highway works

			must be carried out to the satisfaction of the local highway authority" (paragraph 138). 4. In circumstances where appropriate control over the works is provided in the Protective Provisions, the Applicant considers it inappropriate and unnecessary to further deviate from all but one of the recent precedents identified above.
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	The Applicant has made the amendments in the **Draft DCO [Document Reference 3.1 Revision 9]** submitted alongside this submission, as requested.

		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.	The Applicant assumes this is a reference to Article 14(2)(c). The Applicant has removed subparagraph (c) in the **Draft DCO [Document Reference 3.1 Revision 9]** submitted alongside this submission, as requested.

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?	This question is not directed to the Applicant.
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].	The Applicant has not made the requested amendment to the Draft DCO [**Document Reference 3.1 Revision 9**]. The Applicant considers that there may be circumstances where a consent not being granted in a period less than 28 days would constitute the consent being 'unreasonably delayed'. For example, if an application was refused, and then promptly re-submitted to remedy any alleged deficiency, in those circumstances, taking the full 28 days may not be appropriate. Whilst the Applicant is not seeking to modify the period for deemed consent, ensuring that the consent is provided expeditiously is

			considered to be appropriate for the delivery of a nationally significant infrastructure project.
5. 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	The Applicant agrees with the ExA that "*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*". In circumstances where a permit has been obtained for the same activity, there is no justification for seeking a separate approval. Such an approach runs contrary to the intention of the Planning Act 2008 which is intended to create a one-stop shop. Utilising a DCO to require a further consent frustrates that intention. The provision does not remove the requirement to obtain any environmental permit. Rather, it avoids duplicate regulatory approval where the same activity has already been assessed and authorised through the environmental permitting regime. The ownership of any particular asset does not affect this position.

		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)?	In response to the ExA's query, the Applicant would note that whether a permit is required, or will be pursued, is to be determined at the detailed design stage. Whilst there are no solar DCOs which contain an equivalent provision, the Applicant notes the provision is included in the London Luton Airport Expansion Development Consent Order 2025 and the Gatwick Airport (Northern Runway Project) Development Consent Order 2025.
DCO.4.2	Applicant	Article 22 Delete 'or delayed' from article 22(4)(b) as this is already addressed in article 22(6).	The Applicant has not made the requested amendment to the Draft DCO **[Document Reference 3.1 Revision 9]**. The Applicant considers that there may be circumstances where a consent not being granted in a period less than 28 days would constitute the consent being 'unreasonably delayed. For example, if an application was refused, and then promptly re-submitted to remedy any alleged deficiency, in those circumstances, taking the full 28 days may not be appropriate. Whilst the Applicant is not seeking to modify the period for deemed consent, ensuring that the consent is provided expeditiously is considered to be

			appropriate for the delivery of a nationally significant infrastructure project.
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'	The Applicant has amended the **Draft DCO [Document Reference 3.1 Revision 9]** submitted alongside this submission to reference the equivalent provisions referenced in the Peartree Hill DCO.
DCO.5.2	Applicant	Article 24	The Applicant assumes this is a reference to Article 25 (on the basis that this is where the provision

		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.	was inserted in the equivalent provision of the Peartree Hill DCO). The Applicant has made the amendment but would highlight that the time period referenced has been adapted to reflect article 25(1) (which differs from the Peartree Hill DCO).
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	The Applicant has amended the **Draft DCO [Document Reference 3.1 Revision 9]** submitted alongside this submission as requested. The Applicant has also amended article 26(1) of the Draft DCO to refer to article 33 (temporary use of land for constructing the authorised development) which aligns with the drafting in Peartree Hill DCO

		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.'	(article 24(1)) and Beacon Fen Energy Park Order (article 27(1)).
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.	The Applicant notes the relevant paragraph cited from the PTH decision letter records: "*Amendments to articles 24(3) (time limit for exercise of authority to acquire land compulsorily), article 28 (application of the 1981 Act) and article 30 (modification of Part 1 of the Compulsory Purchase Act 1965) 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.*" The Applicant has amended: - article 25 of the **Draft DCO [Document Reference 3.1 Revision 9**] to include the (equivalent) article 23(3) (note that the Secretary of State's reference to article

			24(3) was incorrect) of the Peartree Hill DCO; - article 28(7) of the Draft DCO to align with the equivalent of article 27(5) of the Peartree Hill DCO; - article 31(2) of the draft DCO to align with the equivalent of article 29(2) of the Peartree Hill DCO; - article 31(4) has been omitted (in line with the Peartree Hill DCO, on the basis that the applicable period is established by the DCO, if made). For the reasons set out in the Explanatory Memorandum **[Document Reference 3.2 Revision 7]**, there are additional provisions relating to the direct vesting of land which are not included in the Peartree Hill DCO (and which are not affected by the Levelling-up and Regeneration Act 2023).
DCO.5.5	Applicant	Article 31 Please ensure that this article is consistent with article 29 of the	The Applicant has amended article 31 of the **Draft DCO [Document Reference 3.1 Revision 9**] to

		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.	mirror the changes to article 29 of the Peartree Hill DCO.
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.	The Applicant has amended article 35 of the **Draft DCO [Document Reference 3.1 Revision 9**] to mirror the changes to article 33 of the Peartree Hill DCO (which is the equivalent provision).
6. Part 6 – Miscellaneous and General			
DCO.6.1	Applicant	Article 38 Please delete this article (and Schedule 10) to ensure consistency	The Applicant has made an application for a correction to the Peartree Hill DCO to reinstate these provisions. The Applicant therefore does not

		with the most recent approach taken by the SoS in the Peartree made DCO (see paragraph 9.2 of the SoS decision letter).	agree, or consider it appropriate, to remove these provisions. The justification for this provision is contained in the **Explanatory Memorandum [Document Reference 3.2 Revision 7**]. The Applicant would highlight that these provisions are included in the Stonestreet Solar Order (as well as the Sizewell C Nuclear Power Station). There is no principled basis upon which such provisions should be available to one solar promoter but not another. There is specific justification for them in the case of this scheme. In particular, paragraph 6 of Schedule 14 (Protective Provisions) sets out "…in the event that the utility undertaker cannot acquire all necessary land interests or rights which the utility undertaker may reasonably require for the relocation and construction of alternative apparatus pursuant to paragraph 6(3)(a), *the undertaker shall seek to utilise the process for acquiring an easement under paragraph 2 of Schedule 10 of this Order so that it can obtain its powers of compulsory purchase powers for the acquisition of any such land or land rights".* The Protective Provisions therefore rely on the

			continued retention of Schedule 10. Accordingly, removing Schedule 10 would not simply remove an optional or ancillary power. It would directly undermine the operation of protective provisions which have been negotiated on the basis that the mechanism remains available. The Applicant has negotiated with statutory undertakers, and placed reliance on these and the removal would re-open those considerations. For completeness, the Government has announced that the recommendations of the Nuclear Regulatory Taskforce were accepted in full, and that they would be applied across all sectors. The removal of the provisions plainly conflict with Recommendation 28, and we would submit that this does not reflect the Secretary of State's intent, or policy. Recommendation 28(b) expressly recommends that model provisions for DCOs should be re-instated, and these should include "Provisions which enable the compulsory acquisition of rights required in connection with further utility works (see, for example, Schedule 18 to the Sizewell C Nuclear Power Station Order 2022)". The Applicant's proposed drafting of

			Schedule 10 is substantially the same as Schedule 18 to the Sizewell C Nuclear Power Station Order 2022. The Applicant therefore strongly objects to the removal of this provision.
DCO.6.2	Applicant	Article 44 Please delete article 44(2) as it is not necessary.	The provision is necessary in circumstances where the Secretary of State, in their decision letter, directs or suggests a change be made to a document required to be certified. The Applicant has therefore not removed this provision. The provision was not contained in the Peartree Hill DCO because the decision letter did not direct or suggest such changes be made. The Applicant considers that the appropriate time to remove the provision would be at the point the Secretary of State makes the decision, if that decision does not direct or suggest a change be made to any document required to be certified.
DCO.6.3	Applicant	Article 45(1) Please amend this article to state: 'Except where otherwise expressly	The Applicant has amended the **Draft DCO [Document Reference 3.1 Revision 9]** submitted alongside this submission as requested.

		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.'	
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	The Applicant has made an application for a correction to the Peartree Hill DCO to reinstate these provisions. The Applicant therefore does not agree, or consider it appropriate, to remove these provisions. The Applicant relies on, and repeats, the justification set out in the Explanatory Memorandum **[Document Reference 3.2 Revision**

		acknowledges the applicant's attempted justification for this provision, it should be removed.	**7**]. In short, these paragraphs are necessary, appropriate and precedented. For completeness, the Government has announced that the recommendations of the Nuclear Regulatory Taskforce were accepted in full, and that they would be applied across all sectors. The removal of the provisions plainly conflict with Recommendation 28, and we would submit that this does not reflect the Secretary of State's intent, or policy. Recommendation 28(d) explicitly recommends that model provisions for DCOs should be re-instated, and these should include "A provision which ensures that overlapping consents do not lead to enforcement action being taken." The Applicant's proposed drafting is substantially the same as article 56 of The A122 (Lower Thames Crossing) Development Consent Order 2025 which is referenced within the recommendation as an example.
7. Schedule 2 – Requirements			
DCO.7.1	Applicant	Requirement 8	The Applicant does not consider it necessary or appropriate to amend Requirement 8 of the Draft

		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 [**Document Reference 3.1 Revision 9**] to include a specific reference to the outline Non-Breeding Bird Mitigation Strategy (**oNBBMS**) [**REP4-029**]. The purpose of Requirement 8 is to secure the submission and approval of a detailed Landscape and Ecology Management Plan (LEMP) for each phase of the authorised development. Requirement 8(2)(a) already requires each phased LEMP to be substantially in accordance with the approved Outline Landscape and Ecology Management Plan (oLEMP) [**Document Reference 7.6 Revision 6**], which provides the principal mechanism through which the long-term landscape and ecological mitigation and management measures for the authorised development are secured. In response to Natural England's comments at Deadline 5 [**REP5-066**], the Applicant has reviewed the oLEMP and made the necessary, minor updates to ensure that all relevant mitigation, management and monitoring measures contained within the oNBBMS are also reflected within the oLEMP. The updated oLEMP has been

			submitted at Deadline 6 [**Document Reference 7.6 Revision 6**]. As a result, the substantive provisions of the oNBBMS are secured through the oLEMP, which is itself secured by Requirement 8(2)(a). The Applicant therefore considers that reference to the oNBBMS within Requirement 8 would not provide any additional environmental protection or certainty regarding delivery of the non-breeding bird mitigation measures. Rather, it would introduce unnecessary duplication into the drafting of the Requirement by requiring compliance with multiple overlapping outline documents addressing the same matters. As revised, the oLEMP contains the relevant commitments previously identified by Natural England and provides a single, coherent framework for the approval, implementation and ongoing management of the ecological mitigation secured pursuant to Requirement 8. The Applicant therefore considers that the current drafting of Requirement 8 remains appropriate and no amendment to the Requirement is necessary.

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	Paragraph 5.4.45 of EN-1 sets out that "*The Secretary of State should consider what appropriate requirements should be attached to any consent and/or in any planning obligations entered into, in order to ensure that any mitigation or biodiversity net gain measures, if offered, are delivered and maintained*." For completeness, the Biodiversity Net Gain Statement for Energy – which does not apply to the Scheme - is similarly clear that "***If*** *applicants propose to secure any significant on-site biodiversity gains through requirements in the DCO, they must include these provisions in the draft DCO.*" Nothing in national policy requires specific percentages above 10% BNG to be secured in the DCO. The Applicant's assessment in Appendix 7.12 Biodiversity Net Gain Assessment [**REP3-029],** demonstrates that the Scheme would achieve approximately 28.50% in habitat units, 172.88% in hedgerow units and 10.26% in watercourse units. These gains are substantially in excess of the minimum 10% BNG required under the statutory

		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.	BNG regime despite the fact that the statutory BNG does not apply to the Scheme. Notwithstanding this position, the Applicant acknowledges the approach that has been taken in a number of made solar DCOs, including the approach ultimately adopted by the Secretary of State in the Peartree Hill Solar Farm Order. Having considered the Examining Authority's comments and the examples referred to in City of Doncaster Council's response to EXQ2 Q2.2.5 [**REP4-082**], the Applicant has updated Requirement 8(3)(a) of the Draft DCO at Deadline 6 [**Document Reference 3.1 Revision 9**] to include specific BNG percentages for each unit type. The Applicant notes that the amended wording of Requirement 8(3)(a) has been agreed with and endorsed by CDC. The revised drafting secures a minimum BNG of: • 20% in habitat units; • 100% in hedgerow units; and • 10% in watercourse units.

			The Applicant considers that this approach appropriately reflects the direction of travel emerging from recently made solar DCOs whilst retaining a reasonable degree of flexibility in the delivery of the landscaping and ecological mitigation strategy over the lifetime of the Scheme. The Applicant would note that in the Peartree Hill DCO, the assessment reported a net gain of 61.78%, 41.85% and 10.06% respectively. These were translated into requirements for a 55%, 35% and 10% gain in the made Order respectively. The revised percentages proposed remain comfortably above the minimum 10% BNG threshold established by the statutory regime, whilst recognising that ecological designs may evolve over the operational lifetime of the Scheme. Along with CDC's endorsement of these percentages, the Applicant therefore considers that the amended Requirement 8(3)(a), as submitted at Deadline 6, provides an appropriate and proportionate mechanism for securing substantial biodiversity enhancements. In respect of CDC's involvement in monitoring and how that would be secured and funded within the Draft

			DCO **[Document Revference 3.1 Revision 9**], the Applicant notes as follows. First, the statutory BNG regime under the Environment Act 2021 will apply to NSIPs accepted for examination on or after 2 November 2026 and therefore, the Scheme falls outside that mandatory regime. Notwithstanding this position, the Applicant has voluntarily committed to delivering the statutory minimum requirement of 10% BNG and has secured an associated long-term management and monitoring framework through the Draft DCO, via Requirement 8 and the Outline Landscape and Ecology Management Plan **(LEMP**) [**Document Reference 7.6 Revision 6**]**.** The Applicant is therefore, already going above and beyond its required statutory obligations. The Applicant considers that CDC is not proposed to have an active monitoring role in respect of BNG and therefore there is no separate monitoring function that requires securing or funding through the Draft DCO. The monitoring of BNG delivered through the Scheme is the responsibility of the Applicant and is set out in

			the Outline LEMP to ensure that the delivery is of BNG is in line with the commitments. Section 7 of the Outline LEMP sets out the monitoring arrangements for habitats created and enhanced as part of the Scheme. Paragraph 7.16 confirms that monitoring reports will be prepared by the Applicant and submitted to the relevant local planning authorities in years 2, 5, 10, 15, 20, 25, 30 and 35 following commencement of development. These reports will assess habitat condition and progress towards target outcomes, identify any areas where habitats are not meeting management objectives, and set out any remedial measures or revised management prescriptions required. The Outline LEMP is secured through Requirement 8 of Schedule 2 to the Draft DCO which requires that the provision of a detailed LEMP is to be substantially in accordance with the Outline LEMP. Accordingly, as per paragraph 7.16, CDC's role is limited to receiving monitoring information prepared by the Applicant. The Draft DCO does not require CDC to undertake habitat surveys, produce monitoring reports, review ecological

			data, certify compliance or carry out any other active monitoring function. The Applicant therefore considers that there is no monitoring role for CDC that requires a dedicated funding mechanism. The Applicant acknowledges that, in the Town and Country Planning Act 1990 context, local planning authorities will often seek monitoring fees through section 106 agreements in connection with biodiversity net gain obligations. However, the circumstances are materially different in this case. As noted, the Scheme is not subject to the mandatory biodiversity net gain regime introduced by the Environment Act 2021 and the Applicant's voluntary commitment to deliver biodiversity net gain is secured voluntarily through Requirement 8 and the Outline LEMP. Further, the monitoring of biodiversity net gain is proposed to be undertaken by the Applicant, with monitoring reports provided to the relevant local authorities at prescribed intervals. CDC is therefore not required to undertake any active monitoring function. In those circumstances, the Applicant does not consider that a monitoring

			contribution under a section 106 agreement would satisfy the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010. Such a contribution would not be necessary to make the Scheme acceptable in planning terms, given that BNG and the associated monitoring regime are already secured through the Draft DCO. Nor would it be directly related to a function undertaken by CDC, as responsibility for monitoring and reporting rests with the Applicant. Accordingly, the Applicant does not consider that a separate monitoring fee or section 106-style monitoring arrangement would be justified in this case. The Applicant also notes that the Biodiversity Gain Statement for Energy NSIPs does not identify a requirement for local planning authorities to receive a monitoring fee, let alone in circumstances where the Applicant is responsible for undertaking and reporting the monitoring. Finally, and in any event, compliance with Requirement 8 would be enforceable through the statutory enforcement mechanisms available under the Planning Act 2008 in the event of any

			breach of the Draft DCO. The Applicant therefore considers that the Draft DCO already contains an appropriate mechanism to secure the delivery, management and monitoring of BNG outcomes. The existence of those enforcement powers does not necessitate the establishment of a separate monitoring role for CDC or the payment of a monitoring fee. Responsibility for implementing, monitoring and reporting on BNG remains with the Applicant throughout the monitoring period.
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	The Applicant understands this query to relate to CDC's request that, in addition to a WSI for each stage, there should also be a final Archaeological Mitigation Strategy. Requirement 12(2) of the Draft DCO secures the **Outline AMS [Document Reference 6.3.8.6 Revision 3]** by stipulating that the written scheme of investigation for each development phase must be substantially in accordance with the **Outline AMS [Document Reference 6.3.8.6 Revision 3].** Requirement 12 also provides approval rights to the relevant local planning authority of a written

		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?	scheme of investigation for each phase of development. To confirm, the Applicant's position is therefore that appropriate archaeological mitigation, tailored to each phase of development, is secured and implemented at each stage of the authorised development. This approach allows mitigation measures to be refined as further information becomes available, while remaining substantially in accordance with the outline strategy. It is not clear what additional benefit would be delivered by requiring submission of a final Archaeological Mitigation Strategy, over and above the existing requirement for approved WSIs that must substantially accord with the outline strategy. The proposed approach also reflects the staged nature of the authorised development. Requiring final mitigation measures to be fixed in advance of phase-specific investigation risks reducing, rather than improving, the effectiveness of archaeological mitigation. In response to the specific question as to whether "Requirement 12 [should] be amended to at least

			refer to the requirement to set out proposed mitigation within the WSI". The Applicant does not consider this is necessary: the outline AMS is clear that the WSIs would in turn include the relevant and appropriate mitigation. The Applicant would note that the drafting of Requirement 12 is identical to Requirement 13 of the Peartree Hill Solar Farm Order 2026. CDC in [**REP5-058**] suggests that "CDC does not see this as an additional document but rather an update to the outline Archaeological Mitigation Strategy". With respect, this is a distinction without a difference: in effect, CDC is suggesting that the Applicant should update and provide a separate document in circumstances where specific and appropriate mitigation, subject to local authority approval, is already secured via a different document.
DCO.7.4	Applicant and CDC	Requirement 14 [REP3-006] In its written summary of oral submissions at ISH2 [REP3-082] the EA has suggested an	The Applicant assumes that this question is directed toward the Environment Agency and NLC. For completeness, the **Outline CEMP [REP3-035]** already provides: "The Final Construction

		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]?	Environmental Management Plan(s) (CEMP) should be implemented in accordance with the mitigation measures set out within the UXO Risk Assessment". The Applicant therefore considers there is appropriate security in relation to the management of the risk of contamination (including UXO).
DCO.7.5	Applicant, EA and NLC	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	The Applicant has amended the **Draft DCO [Document Reference 3.1 Revision 9]** submitted alongside this submission as requested.

		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."	
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.	Please see comments above 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	The Applicant's position on the Protective Provisions is as set out in Justification for the Applicants Preferred Protective Provisions **[REP5-039]** submitted at Deadline 5. Where appropriate, and where the Applicant considers that further agreement is possible, it continues to engage in good faith negotiations. The Applicant will provide its final position at Deadline 8 as requested, following any further comments from Statutory Undertakers, CDC, NLC. The Applicant will also be updating the Justification for the Applicant's

		agreement has not been reached. This should be provided by deadline 6 and updated at deadline 8.	Preferred Protective Provisions **[Document Reference 8.23 Revision 3]** at Deadline 6 to reflect any progress in negotiations.
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].	Following ongoing discussions with CDC, the Applicant at Deadline 5 inserted Protective Provisions for the benefit of CDC as local highway authority. The Applicant continues to negotiate with CDC in relation to these. The PPs are based on those included for the protection of local highway authorities in the Northampton Gateway Rail Freight Interchange Order 2019 (SI 2019/1358) and the East Midlands Gateway Rail Freight Interchange and Highway Order 2016 (SI 2016/17), though amended to better suit CDC's circumstances and the terms of its own proposed Framework Agreement. In relation to the request that this be extended to NLC, the Applicant received a request from NLC ahead of Deadline 6 seeking equivalent protection. The Applicant has no objection to this request and has therefore amended the Draft DCO [**Document**

			Reference 3.1, Revision 9], submitted at Deadline 6, to extend the benefit of those provisions to NLC. The Applicant notes that the highway authority protective provisions in Part 10 of Schedule 14 to the Draft DCO are not yet agreed. The Applicant received CDC's latest comments on the drafting of these provisions on 17 September 2026 and is currently engaging with the parties with a view to reaching an agreement before the close of examination. The Applicant intends to provide a substantive response to CDC's comments shortly after Deadline 6. Accordingly, the Applicant anticipates setting out its full position on the highway protective provisions in the Justification for the Applicant's Preferred Protective Provisions [**Document Reference 8.23, Revision 3**], to be updated and submitted at Deadline 8. The Applicant is hopeful that, by that time, the provisions will have been agreed between the parties. In relation to the (now deleted) article 18, which previously made provision for agreements with street authorities, the Protective Provisions secure

			the appropriate mechanisms for approvals, payments, and commuted sums (which covers the agreements that would previously have fallen within the rubric of article 18).
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	The Applicant notes the Examining Authority's request and is continuing discussions with the Isle of Axholme and North Nottinghamshire Water Level Management Board and Doncaster East Internal Drainage Board with a view to agreeing the protective provisions before the close of Examination. The Applicant received comments on the protective provisions from the Internal Drainage Boards on 17 September and has updated the Draft DCO [**Document Reference 3.1 Revision 9**] submitted at Deadline 6 with updated provisions which are agreed between the parties. The Applicant has also updated the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 3.1, Revision 3]** at Deadline 6 to identify the provisions that remain outstanding between the parties and to explain the Applicant's preferred drafting in each case,

		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 its 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	including reference to relevant solar DCO precedent. The Applicant will continue to engage with the relevant Internal Drainage Boards and will provide a further update at Deadline 8, including confirmation of any outstanding areas of disagreement.

		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	As requested, the aggregate caps on liability in the schemes cited by the ExA are as follows: 1. West Burton: £5,000,000 (see paragraph 183 of Schedule 15 to the West Burton Solar Project Order 2025) 2. Gate Burton: £5,000,000 (see paragraph 149 of Schedule 14 to the Gate Burton Energy Park Order 2024) 3. Cottam: £5,000,000 (see paragraph 183 of Schedule 15 to the Cottam Solar Project Order 2024)

		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).	4. Tillbridge Solar: £5,000,000 (see paragraph 41 of Schedule 15 to the Tillbridge Solar Order 2025) In addition, and for completeness, the same cap is included in the East Yorkshire Solar Farm Order 2025 (see paragraph 41). The Applicant notes that CRT have stated that their proposed "cap of £100m is proposed as a precautionary estimate of potential losses from any damage to the canal in this location." It is considered entirely inappropriate, unnecessary and disproportionate. In particular, seeking to increase the precedented cap by a factor of 20 on a "precautionary" basis is entirely unjustified in light of the controls already provided, and agreed, with CRT. The Applicant notes that CRT attempts to justify its position by reference to the fact that "*The canal also supplies water to Keadby 2 power station (in operation) for cooling purposes. The provision of water for cooling purposes is also required for the Keadby 3 scheme, which benefits from development consent*.". Keadby 3 is

			authorised by the Keadby 3 (Carbon Capture Equipped Gas Fired Generating Station) Order 2022. The Protective Provisions for that scheme also do not secure an aggregate cap of £100,000,000 (see paragraph 32 of Schedule to that Order).
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?	The Applicant understands this question to relate to its proposed insertion of a requirement "not to admit liability or make any offer to settle or settle or compromise any such claim without the prior consent of the undertaker (which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand)". The Applicant does not consider it appropriate for third parties to unilaterally increase a potential liability on its behalf, and/or which it will be liable to pay. This runs a serious risk of making the development subject to significant financial uncertainty which could, in turn, affect the ability to implement the authorised development. Where a claim is required to be resolved quickly, the Applicant would cooperate with the relevant utility

			undertaker and would seek to resolve it expeditiously not least because it is the one who will be liable for those costs. In terms of precedent, the Applicant would note the identical wording is used in Stonestreet Green Solar Order 2025 (see paragraph 110(4)(b) in Schedule 13 of that Order), A122 (Lower Thames Crossing) Development Consent Order 2025 (see paragraph 42 of Schedule 14 to that Order), the National Grid (Richborough Connection Project) Development Consent Order 2017 (see paragraph 14 of Part 4 of Schedule 14 to that Order), National Grid (Hinkley Point C Connection Project) Order 2016 (see paragraph 43 of Part 4 of Schedule 15 to that Order). The Applicant stresses the underlying statutory undertaker in those precedents is not relevant to the principle.
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	This question is not directed to the Applicant.

		you 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	The Applicant understands the subparagraph being referenced is as follows: *"(b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable save to the extent that*

		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.	*such losses are recoverable by a third party from Northern Powergrid*". The underlined wording makes clear that it would relate to circumstances where NPG would be undertaking work resulting in third party losses. In particular, where the losses are caused by NPG themselves, they would not be "recoverable by a third party".
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,	This question is not directed to the Applicant.

		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	This question is not directed to the Applicant.

		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	This question is not directed to the Applicant.

		(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	This question is not directed to the Applicant.

		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).).	
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	This question is not directed to the Applicant.

		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).	This information has been captured in the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]** submitted at Deadline 6.