RWE

# Tween Bridge Solar Farm

## 8.28 Applicant Response to Deadline 5 Submissions

**Planning Act 2008**

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

**Deadline 6 September 2026**

**Document Reference: 8.28**

## Table of Contents:

1 Introduction ..... 3
2 Applicant's Response to Deadline 5 Submissions ..... 4

# 1 Introduction

1.1.1. The purpose of this report is to provide the response made by RWE Renewables UK Solar and Storage Ltd (the Applicant) to the matters raised in the written submissions made by Interested Parties, which were submitted to the Planning Inspectorate at Examination Deadline 5 for the Development Consent Order Application (the 'Application') for Tween Bridge Solar Farm ('the Scheme').

1.1.2. This report responds to submissions made at Deadline 4 by each of the following Interested Parties (IPs) at Section 2:

- Cadent Gas
- Canal & River Trust
- City of Doncaster Council
- Environment Agency
- Mr. Jonathan Carr
- Mrs V. Lindley
- National Highways
- Natural England; and
- North Lincolnshire Council

# 2 Applicant's Response to Deadline 5 Submissions

**Table 1: Applicant's response to Cadent Gas (Cadent)**

| Ref | Cadent's Comment | Applicant's Response |
|---|---|---|
| **1. Introduction** | | |
| 1.1 | Cadent Gas Limited ("Cadent") is a statutory undertaker for the purposes of the Planning Act 2008 and is a licensed gas transporter under the Gas Act 1986, with a statutory responsibility to operate and maintain the gas distribution networks in North London, Central and North West England. Cadent's primary duties are to operate, maintain and develop its networks in an economic, efficient and coordinated way. | This comment is noted. |
| 1.2 | Cadent has an interest in land as noted in the Book of Reference (see plot 4/12). | This comment is noted and agreed. |
| 1.3 | Cadent submitted a relevant representation (RR-002) on 19 December 2025 and a written representation (REP1-072) on 5 May 2026 (together, Cadent's Representations) which set out Cadent's position on the Project and the application of the tests pursuant to the Planning Act 2008. There has not been a substantive response to the Cadent Representations from the Applicant. | This comment is noted. The Applicant has engaged positively with Cadent's legal representatives throughout the examination and substantial progress has been made in relation to matters of concern to Cadent, via the |

| | | |
|---|---|---|
| | | negotiations on protective provisions. Agreement has now been reached with Cadent on all but one matter and this is detailed (alongside the Applicant's position) in the Justification for the **Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**, which is submitted at Deadline 6. This also sets out the Applicant's case with regards to the application of the tests under sections 127 and 138 of the Planning Act 2008. |
| 1.4 | Cadent does not object in principle to the development proposed by the Applicant. | This comment is noted. |
| **2. Cadent's Protective Provisions** | | |
| 2.1 | Cadent require protective provisions to be included within the Development Consent Order ("DCO") to ensure that its interests are adequately protected and to ensure compliance with relevant safety standards. As highlighted in Cadent's Representations, the Applicant | Protective provisions for the protection of Cadent were included in the draft DCO at Deadline 5 **[REP5-002]**. These protective provisions are substantially agreed between the |

| | | |
|---|---|---|
| | has not included draft protective provisions for the protection and benefit of Cadent's apparatus. | parties, the only area of outstanding disagreement relating to Cadent's insistence on a veto provision in respect of compulsory acquisition powers affecting land in which Cadent has an interest. The Applicant's position on that matter is set out in detail in the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**. |
| 2.2 | Cadent's preferred form of protective provisions (the Cadent Protective Provisions) for inclusion within the DCO were included at Appendix 1 of Cadent's Representations and are included again at Appendix 1. Cadent notes that the Applicant has not included the Cadent Protective Provisions in any iteration of the draft DCO or included any explanation as to why it has not included the Cadent Protective Provisions in the draft DCO to date. Cadent further notes that the Applicant has not commented on the Cadent Protective Provisions in the examination to | See response to ref. 2.1 above. At Table 1 of the Justification for the **Applicant's Preferred Protective Provisions** submitted at Deadline 4 **[REP4-064]**, the Applicant set out in detail its position on the veto provision over compulsory acquisition powers, which Cadent is insisting upon. This is the only matter of |

| | | |
|---|---|---|
| | date. This is not compliant with the guidance or advice notes in respect of DCO drafting for protective provisions. | outstanding disagreement between the parties. In all other respects, the protective provisions for the protection of Cadent included at Schedule 14, Part 9 of the **draft DCO [Document Reference 3.1 Revision 9]** have been agreed by the parties. |
| 2.3 | Cadent requests the Examining Authority include the Cadent Protective Provisions at Schedule 13 to the DCO in its Schedule of Changes to be published on 11 August 2026. | The Applicant considers that the protective provisions for the protection of Cadent included at Schedule 14, Part 9 of the **draft DCO [Document Reference 3.1 Revision 9]** provide a significant level of protection and have been agreed by the parties, with the only exception being the Applicant's non-inclusion of a veto provision in respect of the exercise of compulsory acquisition powers over land in which Cadent has an interest. The Applicant's position on this matter is set out in detail the **Justification for the Applicant's Preferred Protective Provisions** |

| | | |
|---|---|---|
| | | **[Document Reference 8.23 Revision 3]**. |
| 2.4 | Cadent is in discussions with the Applicant in respect of the protective provisions and Cadent has continued to make positive progress with the Applicant. However, satisfactory agreement has yet to be reached. Cadent understands that there is one remaining point on the protective provisions that the Applicant is yet to agree to; this relates to control over the proposed compulsory acquisition of land or rights in land which Cadent has an interest in to ensure that Cadent's existing land rights are not extinguished. This is a well precedented provision which Cadent requires in all cases where its assets are subject to potential acquisition and this is included in all protective provisions and made DCOs. | These comments are noted and the Applicant agrees that the veto provision is the only outstanding matter of disagreement between the parties. The Applicant's position on this matter is set out in detail in the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**. The Applicant notes that Cadent has not provided a substantive response to the Applicant's justification for not including a veto provision over compulsory acquisition powers relating to land in which Cadent has an interest. |
| 2.5 | The Cadent Protective Provisions are necessary to ensure the adequate protection of Cadent's apparatus. | The Applicant does not agree that the veto provision insisted upon by Cadent is necessary to ensure the adequate protection of Cadent's |

| | | |
|---|---|---|
| | | apparatus, for the reasons set out in detail in the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**. In all other respects, the protective provisions for the protection of Cadent in Schedule 14, Part 9 of the **draft DCO [Document Reference 3.1 Revision 9]** have been agreed by the parties. |
| **3. Next Steps** | | |
| 3.1 | Cadent requests the Examining Authority include the Cadent Protective Provisions at Schedule 13 to the DCO in its Schedule of Changes to be published on 11 August 2026. | See response to ref 2.3 of this table. |
| 3.2 | Cadent is liaising with the Applicant in relation to bespoke protective provisions in respect of Cadent's assets but these are not yet agreed. Cadent will continue to engage with the Applicant as regards the form of protective provisions and expects that the issues will be resolved before the end of the examination. Cadent will keep the Examining Authority updated in this regard. | The Applicant does not anticipate that agreement will be reached on the only outstanding matter of disagreement between the parties, namely the veto provision on compulsory acquisition powers affecting land in which Cadent has an interest. However, in all other |

| | | |
|---|---|---|
| | | respects, the protective provisions for the protection of Cadent in Schedule 14, Part 9 of the **draft DCO [Document Reference 3.1 Revision 9]** have been agreed by the parties. |
| 3.3 | Cadent reserves its right to make further submissions and to respond to any comments submitted by the Applicant at Deadline 5 and further deadlines. | This is noted and the Applicant also notes that Cadent has been requested to provide a response to DCO9.8 of the Examining Authority's commentary and questions on the draft DCO issued on 11 August 2026. The Applicant intends to provide a comment on that response for submission at Deadline 7. |

**Table 2: Applicant's response to Canal & River Trust (the Trust)**

| Ref | Canal & River Trust Comment | Applicant's Response |
|---|---|---|
| 1. | This representation is made by the Trust in response to the Applicant's "Justification for the Applicant's preferred protective provisions" (Doc ref 8.23 – "PP Justification") submitted at deadline 4 (21 July 2026). | This is noted. |

| | | |
|---|---|---|
| **The Trust** | | |
| 2 | By way of relevant context, the Trust was incorporated and registered as a charity in 2012. The functions of British Waterways Board were transferred to the Trust by the British Waterways Board (Transfer of Functions) Order 2012 (SI 2012/1659) and by way of the Waterways Infrastructure Trust. The Waterways Infrastructure Trust is the trust settled by the Secretary of State for Environment, Food and Rural Affairs by way of a trust settlement deed dated 28 June 2012, under which the Trust holds 'the Infrastructure Property' (comprising the waterways, towpaths and associated infrastructure). The objects of the trust deed include to hold the Infrastructure Property for the public benefit, for use and enjoyment including for navigation, for walking on towpaths, for recreation in the interest of the public's health and social welfare as well as to protect and conserve the heritage interests of the Infrastructure Property and to further the conservation, protection and improvement of the natural environment and landscape of the Infrastructure Property. The Trust is a statutory undertaker for the purposes of S138 of the Planning Act 2008 and Part 11 of the Town and Country Planning Act 1990. | This context is noted. |
| 3 | Holding and maintaining the Infrastructure Property is itself a nationally significant undertaking. In interacting with NSIP proposals, the Trust | This context is noted. |

| | | |
|---|---|---|
| | must give effect to the objects for which it holds the Infrastructure Property. Balancing the objectives of the Trust with the objectives of those promoting NSIPs through the DCO process is primarily a matter for negotiation between the Trust and the promoter through the examination process. However, where agreement cannot be reached on specific issues, it falls upon the ExA to assess the reasonableness of the parties' positions when making its recommendation, having regard to relevant guidance and to the specific considerations material to the respective positions. | |
| **The Trust's protective provisions and its experience in DCO consenting & implementation of NSIPs** | | |
| 4. | With over 2,000 miles of waterways under its care, the Trust has hundreds of interactions a year with developers proposing to develop under, over, adjacent or near to its undertaking, including tens of NSIP proposals. In light of the Trust's limited resources, the resource intensive process of the DCO pre-application stage and examination process and the increasing numbers of NSIP proposals, the Trust has evolved, in recent years, a standard set of protective provisions. These are designed to protect the Trust's undertaking while accommodating a range of projects each with its own range of potential impacts on the Trust's undertaking. They are based on the principle that the Trust does not take on any additional liability by reason of the NSIP and they are | These comments are noted and to be clear the Applicant has made a number of amendments to the protective provisions for the protection of the Trust during the course of negotiations to date.<br><br>The Applicant also notes that, in relation to two of the outstanding areas of disagreement, namely the matters addressed under the |

| | | |
|---|---|---|
| | based on protective provisions in made DCOs. The provisions encourage collaboration between the undertaker and the Trust, ensure matters are dealt with in a timely way and there is no impediment to bringing forward new, nationally significant infrastructure unless there is good reason. Having interactions with DCO undertakers governed by as standard form as possible (though recognising there may be good reasons to depart from this in some cases) assists the Trust in resourcing during the consenting process and, crucially, during the implementation of an NSIP. As an undertaker itself, the Trust understands the needs of those operating and maintaining infrastructure and that the relationships with neighbouring landowners and other undertakers is critical in the long term. | headings "temporary interruption to canal maintenance" and "aggregate cap on liability for capitalised sums", the Trust itself is seeking to depart from the wording of its standard protective provisions in order to impose additional obligations on the Applicant.<br><br>As the Trust also acknowledges, "there may be good reasons to depart from" its standard and the Applicant considers that there are good reasons for doing so in this case, which are set out in Table 2 of the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**.<br><br>It should be noted that the matters of disagreement are limited in number and have been narrowed in scope through discussion between the |

| | | |
|---|---|---|
| | | parties' respective legal representatives. The number of outstanding matters in relation to protective provisions now stands at four. The Applicant's positions on each of these four outstanding matters is set out in Table 2 of the Justification for the Applicant's Preferred Protective Provisions.<br><br>The Applicant will continue to engage constructively with the Trust and remains open to compromise where possible. However, discussions to date suggest that while substantial progress has been made, the parties are unlikely to reach agreement on the final outstanding issues on the protective provisions.<br><br>The outstanding matters of disagreement will be detailed in the final version of the Justification for the |

| | | |
|---|---|---|
| | | Applicant's Preferred Protective Provisions to be submitted at Deadline 8. The Applicant's proposed protective provisions for the Trust will also be included in Schedule 14, Part 4 of the draft DCO at Deadline 8. |
| 5. | Engaging with the Trust at a late stage in the consenting process puts pressure on its resources. Seeking different protections for one particular NSIP for little or no practical gain is an unnecessary drain on resource for the Trust and represents additional cost for applicants. | The Applicant does not consider that engagement has taken place at a late stage in the consenting process as the Trust alleges. The record of engagement at Table 2-1 of the **Canal and River Trust SoCG [Document Reference 9.12 Revision 4]** confirms that discussions have been ongoing for some time and positive progress has been made on protective provisions and other matters of concern to the Trust over that period.<br><br>The Trust asserts that the Applicant has adopted positions for little or no practical gain but this is unsubstantiated and incorrect. The |

| | | |
|---|---|---|
| | | Applicant's opposition to the Trust's insistence upon an aggregate cap on liability for capitalised sums of £100m is a case in point. To insist on a cap which is 20 times greater than that included in recent solar orders, with no clear justification, is self-evidently a matter of very significant practical importance to the delivery of the Scheme. It is also plainly inconsistent with the Trust's contention that its standard protective provisions reflect recent made order drafting. |
| **Timings** | | |
| 6 | By way of general comment, the Trust is concerned by the timing of the Applicant's submissions and its dealings with the Trust. In its EIA scoping response in February 2023, the Trust made the Applicant aware that it was willing to enter into a private agreement for the land or rights it needed for its project. In the Trust's response to the Applicant's statutory consultation, in May 2025, the Trust offered to provide its standard protective provisions and discuss these with the Applicant. | The Applicant does not agree that the timing and nature of its dealings with the Trust have been deficient. Discussions in relation to protective provisions have been ongoing for some time and positive progress has been made, as demonstrated by the |

| | | |
|---|---|---|
| | | **Canal and River Trust SoCG [Document Reference 9.12 Revision 4]** submitted at Deadline 6. |
| 7 | However meaningful progress has not occurred, and Heads of Terms are not yet agreed. In recent correspondence, the Applicant has anticipated that matters may not be resolved with the Trust before the end of the examination, in which case those matters will be adjudicated by the Secretary of State. The Trust considers that in consenting new infrastructure, the impact on undertakers operating and maintaining existing infrastructure is both important and relevant to decisions. The Trust requests the ExA carefully considers this in its examination of the application and recommendations to the Secretary of State, particularly in respect of the Trust's undertaking. This includes the implications for the Trust in how the ExA follows recent guidance, "The Examining Authority will recommend a final form of any relevant protective provisions which are bespoke to the application under consideration for final decision by the Secretary of State, which may mean that departures from the relevant party's template or standard protective provisions are required." (paragraph 4.27, Planning Act 2008: Guidance on preparing an application: Part 3 – Content of a Development Consent Order, MHCLG, 3 July 2026). | The Applicant does not agree that meaningful progress has not occurred. On protective provisions, there has been regular dialogue between the parties resulting in a narrowing of issues to those which are set out in Table 2 of the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**. On heads of terms for an easement over land in which the Trust has an interest, the fee structure between the Applicant and the Canal and Rivers Trust has been agreed and the negotiation over the heads of terms is progressing. The Applicant is confident that the heads of terms will be signed by both the Applicant and the Canal and Rivers Trust |

| | | |
|---|---|---|
| | | The Trust's reference to paragraph 4.27 of the MHCLG guidance is instructive, as it serves to emphasise that departures from a relevant party's template or standard protective provisions may be required. This is precisely the Applicant's position albeit on a small number of matters, which are listed in Table 2 of the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**.<br><br>Further, the Applicant again notes that, in relation to two of the outstanding areas of disagreement, namely the matters addressed under the headings "temporary interruption to canal maintenance" and "aggregate cap on liability for capitalised sums", the Trust itself is seeking to depart from the wording of its standard |

| | | |
|---|---|---|
| | | protective provisions in order to impose additional obligations on the Applicant. The Trust's own position therefore reinforces the Applicant's case that departures from standard protective provisions should be assessed on their merits in the context of the particular Scheme, rather than by reference to a presumption that standard wording must be adopted in all circumstances. |
| 8 | Powers of compulsory acquisition must only be relied on powers of last resort. Their inclusion in DCOs should only be sought and granted where negotiations have failed. Paragraph 25 of the Planning Act 2008, Guidance related to procedures for the compulsory acquisition of land, Department for Communities and Local Government, September 2013 states, "Applicants should seek to acquire land by negotiation wherever practicable. As a general rule, authority to acquire land compulsorily should only be sought as part of an order granting development consent if attempts to acquire by agreement fail." The Trust is and has always been willing to enter a private agreement with the Applicant. There are benefits to both parties of a private agreement as opposed to acquiring rights by compulsion. An agreement between undertakers is a flexible, | These comments are noted and the Applicant has been making every reasonable effort to engage with the Trust to secure the necessary land rights by agreement. As detailed above, the Applicant is confident that the heads of terms will be signed by both the Applicant and the Canal and Rivers Trust. |

| | | |
|---|---|---|
| | meaningful mechanism, which can include reciprocal and mutually beneficial covenants, and allow amendments and variations over time. It can put in place reciprocal arrangements for the parties to operate and maintain their respective infrastructure, and can deal with time horizons of a limited duration (noting the Applicant's project has a limited lifespan) and provide for extensions. In its consideration of the PP Justification Document, the ExA will be mindful that interests and rights in land are different creatures of law to powers granted by statutory instrument. | |
| **Compulsory acquisition** | | |
| 9. | The Trust has reviewed and carefully considered the Applicant's PP Justification Document. It is apparent (see paragraph 2.1 et seq) that numerous statutory undertakers, including the Trust, maintain concerns over the approach to PPs being advanced by the Applicant with regard to the use of compulsory acquisition powers and statutory undertakers' land. | This is noted and the Applicant has set out its position in detail on this matter in the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**. |
| 10 | In the PP Justification Document, the Applicant characterises the Trust's (and other statutory undertakers') position as a "veto". That is an unfair characterisation and is not the position sought by the Trust. The Trust's position is that, prior to exercising compulsory acquisition powers conferred by the DCO, the Applicant must first obtain the Trust's | However construed, the effect of the provision (which the Applicant fairly characterises as a veto) is to impose a significant constraint on the Applicant's authority to exercise |

| | | |
|---|---|---|
| | consent (not to be unreasonably withheld) (emphasis added). For the reasons set out in this document, relinquishing land or rights in Infrastructure Property without comprehensive documentation, protections built into land covenants, agreement as to value and compensation, and internal / external reporting creates additional pressures on Trust resources which are disproportionate to the identified risks to the Applicant's scheme. | compulsory acquisition powers over land in which the Trust has an interest. The provision which the Trust and other statutory undertakers are insisting upon plainly "negates" other provisions of the Order (namely those authorising the compulsory acquisition of land), contrary to the 'Planning Act 2008: Guidance on Preparing an Application: Part 3 – Content of a Development Consent Order'. In this respect, the provision also offends recommendation 28(f) of the Nuclear Taskforce Report. |
| 11 | The Trust's template protective positions encourage the Applicant to engage with the Trust at an early stage and to seek to document the necessary land rights prior to taking possession. If the Trust does not act reasonably in respect of such engagement, the Applicant may exercise the compulsory acquisition powers conferred by the DCO. The Trust would not have a "veto". | The Applicant refers to its response to ref 10 of this table. The Trust's ability to withhold consent to the compulsory acquisition of land in which the Trust has an interest is a veto which clearly operates so as to negate the Applicant's compulsory acquisition powers. It is therefore inconsistent with drafting guidance |

| | | |
|---|---|---|
| | | and the recommendations of the Nuclear Taskforce. |
| 12 | The Applicant cites paragraphs 4.25 and 4.26 of recent government guidance in the "Planning Act 2008: Guidance on preparing an application: Part 3 - Content of a Development Consent Order" (published 3 July 2026) in support of its position (see paragraph 2.17). The Trust invites the ExA to consider and apply the guidance as a whole. In this case, the Trust's template PPs do not "simply negate" the principal provisions of the DCO, they do not confer "unfettered" approval processes, and nor could they be used by the Trust to unreasonably "frustrate the delivery" of the project. | The Applicant does not agree that this is a correct interpretation of the Guidance. The Applicant's position is set out in detail in the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**. Furthermore, a provision which would enable the Trust to withhold consent to the compulsory acquisition of land in which it has an interest is plainly a provision which would negate the Applicant's compulsory acquisition powers, because it would not be lawful for the Applicant to exercise its compulsory acquisition powers if the Trust did withhold its consent (and the Applicant's powers are not otherwise subject to such a condition). |

| | | |
|---|---|---|
| 13 | Indeed, paragraph 4.26 of the Guidance clearly anticipates provisions exempting land belonging to a statutory undertaker from compulsory acquisition provisions in a DCO where the necessary rights will be obtained by agreement with the statutory undertaker concerned. As above, the Trust has indicated and maintained its willingness and preference to enter into the necessary agreements voluntarily. | This is noted but no such agreement has been reached at the present time, which means the Applicant's need for certainty regarding the ability to exercise compulsory acquisition powers is all the more acute. |
| 14 | Further, paragraph 2.17 of the PP Justification Document omits the opening sentence of paragraph 4.25 of the Guidance, which directs Applicants to aim to agree the form of protective provisions with the relevant parties for inclusion in the draft DCO prior to submitting the application for development consent. The Applicant did not do so in respect of this scheme. Had it done so, some of the issues in respect of which the Applicant is now seeking justification may well have been resolved without the need for submissions during the examination. | As noted, significant progress has been made with the Trust through discussions on protective provisions. However, the parties fundamentally disagree on the appropriateness of including a veto provision in favour of the Trust which would fetter the exercise of compulsory acquisition powers over land in which the Trust has an interest. Accordingly, there is no reasonable basis for the Trust to say, as it appears to, that this issue may have been capable of resolution without the need for submissions during the examination. |

| | | |
|---|---|---|
| 15 | Finally, in its concluding paragraphs relating to the Trust's protective provisions, the PP Justification Document purports to identify a 'clear evolution in approach' and a 'clear direction of travel in recently issued guidance'. The Trust submits that neither the guidance nor the precedent decisions of the Secretary of State establish the point the Applicant seeks to rely on. Secretary of State decisions continue to be made on a case by case basis, and (for example) the recent A46 Newark Bypass Development Consent Order 2025, the Gate Burton Energy Park Order 2024, the Cottam Solar Project Order 2024, and the Tillbridge Solar Order 2025, as well as the submission draft DCO for the Keadby Next Generation Power Station Order all include the Trust's template protective provisions. | The Applicant does not consider that the Trust's submissions are sustainable on this issue. There has clearly been an evolution in the guidance and emerging policy relating to the drafting of protective provisions underscoring the need to abandon legacy approaches pursuant to which statutory undertakers are, as matter of course, afforded powers to veto the exercise of compulsory acquisition powers in circumstances where significant and proportionate controls are available to them elsewhere via protective provisions.<br><br>This point was picked up in direct and very clear terms in recommendation 28(f) of the Nuclear Taskforce's report and is clearly directed to provisions of the kind which the Trust is insisting upon in this case and which the Applicant resists. |

| | | |
|---|---|---|
| 16 | In its PP Justification Document, the Applicant highlights the HyNet Carbon Dioxide Pipeline Order 2024, "2.16. The Applicant would also highlight that the Secretary of State expressly considered a "veto" provision in relation to the HyNet Carbon Dioxide Pipeline Order 2024. In that case, the decision letter records "The Applicant considers that it cannot agree to restriction of the use of compulsory powers unless the voluntary land agreement is in place, citing that this would create a ransom situation and create risk to the delivery of the Proposed Development… The Secretary of State agrees with the ExA and is of the view that the PPs provide sufficient protection to CRT." | These comments are noted. |
| 17 | The SoCG (dated 4 September 2023) agreed between the Trust and the Hynet project promoter, records, " The Trust objects to the Compulsory Acquisition of Trust Land, this is on the basis that there is not a compelling case in the public interest for compulsory purchase powers to be acquired in the manner sought. The Trust have raised concern that such powers are intended to be used as a matter of last resort and the Applicant has failed to use reasonable efforts to voluntarily acquire the land and rights they require from the Trust. The Applicant acknowledges the response from the Trust and will continue to engage with the intention to reach voluntary agreement. This is currently being discussed under commercial negotiations with the land rights. The Applicant issued revised Heads of Terms to the Trust on 5 June 2023 and is continuing to engage with the Trust with the intention to reach a | These comments from the Hynet examination are noted and a response is provided below. |

| | | |
|---|---|---|
| | voluntary agreement. The Applicant received further feedback from the Trust on the Heads of Terms on 15 August 2023 and is currently reviewing the comments with an aim to provide a formal response by 1st September 2023. Given the timescales it is unlikely that a voluntary agreement will be in place prior to Deadline 7 however the Applicant will continue to negotiate with the Canal & River Trust to resolve the outstanding points prior to the end of examination." | |
| 18. | The drilling for Hynet's project under the canal was completed earlier this year, yet engagement by the undertaker's agents has not occurred at a pace to put in place the long lease agreed in principle by the parties and leaves the Trust in an unsatisfactorily uncertain position. The negotiation and valuation of land rights cannot sensibly or efficiently be done after the event, and to seek to do so is a waste of the Trust's time and resources | The Applicant notes that this is the Trust's position and interpretation of events which are playing out in private between itself and the developer of another project. There is no independent evidence to suggest that engagement by the undertaker's agents "has not occurred at a pace"; these are the Trust's words, the Hynet developer may well say something else. The Trust's submissions on this matter should therefore be treated with caution, as they only represent one side of the story. |

| | | |
|---|---|---|
| | | The point is not what has happened on other schemes (and the Trust cites only one such scheme). Rather, the relevant point is that the Applicant is attempting to conclude a private agreement for land rights with the Trust but it is possible that this may not be successful and through no fault on the part of the Applicant. In these circumstances, the Applicant's ability to exercise compulsory acquisition powers over land in which the Trust has an interest, shorn of any obligation to secure the Trust's prior consent, is paramount. |
| 19. | By granting powers of compulsory acquisition that are subject to the Trust's consent, not to be unreasonably withheld or delayed, the Secretary of State can help ensure the Applicant will, in fact, follow its stated aim (paragraph 8.3.4, document 4.1 Statement of Reasons) of acquiring the land and rights it needs by private agreement. At the same time, the Secretary of State can be confident there will be no impediment to bringing forward the Applicant's nationally significant infrastructure. By way of example, this approach was followed by the | The Applicant's response to ref. 18 applies here. The Trust's submissions wrongly imply that the Applicant could fail to make good on its stated aim of acquiring land and rights by private agreement if the Trust has no ability to withhold consent to the |

| | | |
|---|---|---|
| | Secretary of State in making The A46 Newark Bypass Development Consent Order 2025 (SI 2025/1090). | exercise of powers by compulsory acquisition.<br><br>The Applicant has made, and will continue to make, every reasonable effort to engage with the Trust to reach a private agreement for land rights, in line with the Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land. However, this might not be possible, through no fault or omission on the part of the Applicant. It is all the more crucial in these circumstances that the Applicant has the ability to exercise compulsory acquisition powers shorn of any provision enabling the Trust to withhold its consent to the same.<br><br>It should of course be emphasised that, in the absence of a provision which would enable the Trust to |

| | | |
|---|---|---|
| | | withhold its consent to the exercise of compulsory acquisition powers, the protective provisions for the Trust's benefit impose a range of reasonable and proportionate controls in relation to the construction and maintenance of works affecting the Trust's assets.<br><br>The Applicant has set out its position in full on these matters in the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**. |
| **Status of protective provisions for the Trust in the Tween Bridge Solar examination** | | |
| 20. | In the right-hand column of the table below, the Trust explains its position in relation to the Applicant's submissions in Table 2 of its PP Justification Document (the remainder of the columns have been copied from the Applicant's document) together with rows added to describe the other remaining points not agreed between the Applicant and the Trust (save for the rows about the veto position over | The Applicant has provided a response in the final column of Table 3. |

| | | |
|---|---|---|
| | compulsory acquisition powers, dealt with at paragraphs 0 - 18 above.). In addition to the provisions described below, the Trust is awaiting information about a number of other points raised by the Applicant about the Trust's standard protective provisions. | |

**Table 3: Applicant's response to Canal & River Trust status of protective provisions for the Trust in the Tween Bridge Solar examination**

| Provision in dispute | Applicant's proposed amendments to CRT PPs | Applicant's Position | Trust's position | Applicant's response |
|---|---|---|---|---|
| Provision 2: [Veto position over CA powers] | Not repeated here. | Not repeated here. | See above. | See above. |
| Provision 2: Temporary interruption to the Canal maintenance | (2) Subject to subparagraph (3), the undertaker must not in the exercise of the powers conferred by this Order do anything which would directly result in the waterway being incapable of being used or maintained, or which would | The Applicant's position remains that it is appropriate to include a caveat to paragraph 2(2) to address circumstances where the Applicant needs to occupy land adjacent to a waterway in order to | The nature of the works or activities for which the Applicant is seeking a carve out is not clear to the Trust. The Applicant's design parameters | The Trust's comments are noted. To provide some clarity on the intended effect of the carve-out to the restriction in paragraph 2(3), it is |

| | | | | |
|---|---|---|---|---|
| | otherwise affect the safe operation of the Canal & River Trust's Network, without the consent of the Canal & River Trust. (3) The temporary occupation or use of land adjacent to the waterway, arising as a necessary consequence of carrying out the works authorised by this Order will not be treated as rendering the waterway incapable of being maintained for the purposes of paragraph (2) except where the relevant part of the authorised development is a specified work and an approval under paragraph 3(1) has not been provided by the Canal & River Trust. | install cabling beneath it using HDD and, as a necessary consequence of those works, maintenance of that section of the waterway cannot temporarily be undertaken. In the Applicant's view, this caveat represents an appropriate and proportionate qualification to the restriction in paragraph 2(2), particularly given that an equivalent restriction does not appear in the protective provisions secured for the benefit of CRT on comparable schemes. That said, we have proposed revised wording which is intended to address this specific scenario, rather than | document (June 26 - Rev 5 -submitted at DL3, Doc. ref. 5.6.1) indicates that drilling launch reception pits will not be located within 50 metres of the bank of the canal. In addition, the parameters indicate that the cable will be buried at least 7m below the canal. The scenario now being envisaged by the Applicant (to occupy land adjacent to the waterway in order to install cabling beneath it using | intended to capture circumstances in which the Applicant needs to temporarily occupy land adjacent to the waterway as a necessary consequence of an approved specified work, which has the temporary consequence of rendering the waterway incapable of being maintained for a short period.<br><br>In those circumstances, and given that the Trust's approval of the plans for the |

| | | | | |
|---|---|---|---|---|
| | | creating a more general carve-out. The wording at the end of proposed paragraph 2(3) is intended to make clear that the restriction should not apply to the specified works themselves. The specified works remain subject to the controls in paragraph 3(1), which ensure that CRT retains an appropriate degree of oversight and control in relation to those works. | HDD) has not been posed previously and, so far as the Trust is aware, has not been assessed. Preventing maintenance of the Trust's undertaking should not be outwith the Trust's control. This provision is included in the A46 Newark Bypass DCO (SI 2025/ 1090). | specified work will already have been obtained pursuant to paragraph 3, the Applicant considers it unnecessary and duplicative to obtain a further consent from the Trust.<br><br>Whilst such circumstances may be unlikely to arise, given the Design Parameters Document, they cannot be ruled out entirely. The Applicant therefore wishes to avoid a situation in which, having already obtained the Trust's |

| | | | | |
|---|---|---|---|---|
| | | | | consent for the specified work itself, it is required to seek a further consent because the use of land adjacent to the waterway to carry out those works may temporarily affect the Trust's ability to maintain the waterway.<br><br>While the Trust has identified one precedent in support of the restriction sought, the Applicant notes that this relates to a linear road scheme, where the nature, extent and |

| | | | | |
|---|---|---|---|---|
| | | | | interaction of the authorised development with third-party land interests differ materially from those associated with a solar NSIP. The Applicant therefore considers recent solar DCO precedents to provide a more appropriate and relevant comparison. In that regard, the Applicant would again highlight that the provision does not appear in equivalent protective |

| | | | | |
|---|---|---|---|---|
| | | | | provisions in numerous recent solar DCO's, namely The West Burton Solar Project Order 2025, The Gate Burton Energy Park Order 2024, The Cottam Solar Project Order 2024, and The Tillbridge Solar Order 2025 |
| Provision 12: Alterations to the waterway | (1) If during the construction of a specified work or a protective work or during a period of twelve (12) [DC8.1] months after the completion of those works any alterations or additions, either permanent or temporary, to the waterway are reasonably necessary in consequence of the construction of the specified | A 12 month maintenance period is reasonable and proportionate having regard to the nature of the proposed works and the limited interface between the Scheme and the CRT waterway. This is particularly so given that the protective provisions afford CRT oversight of the | Given the nature of the asset, the Trust requires a period including two full winters and two full summers to assess and monitor the impact of the scheme on the canal. | The Trust's comments are noted. However, the Applicant remains unclear as to why the proposed alterations period must extend across two full winter seasons and two full summer seasons, |

| | | | | |
|---|---|---|---|---|
| | work or the protective work in order to avoid detriment, and the Canal & River Trust gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to the Canal & River Trust the reasonable costs of those alterations or additions including, in respect of any such alterations or additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by the Canal & River Trust in maintaining, working and, when necessary, renewing any such alterations or additions | design and construction of the specified works. In these circumstances, a 24 month maintenance period is considered disproportionate and unnecessary. | | particularly given the nature of the proposed works and the limited interface between the Scheme and the Trust's assets.<br><br>The Protective Provisions already provide the Trust with extensive controls over the design and construction of the specified works. In those circumstances, the Applicant cannot see any justification for extending the alterations period to 24 months, and |

| | | | | |
|---|---|---|---|---|
| | | | | remains of the view that a 12 month period would provide a sufficient opportunity for any effects arising from the specified works to be identified and addressed, thereby striking an appropriate and proportionate balance.<br><br>In reaching that view, the Applicant notes that the relevant interface with the Trust's undertaking is limited to a single cable crossing beneath the canal. |

| | | | | |
|---|---|---|---|---|
| | | | | The proposed works are therefore relatively discrete and localised in nature, and the Applicant has not been provided with any evidence to demonstrate why their effects would need to be monitored across two full winters and summers before the alterations period could expire. Absent any such justification, the Applicant considers that a 24 month period would be unnecessary and disproportionate, |

| | | | | |
|---|---|---|---|---|
| | | | | particularly where the Trust will retain significant oversight of the detailed design and construction of the crossing through the Protective Provisions. |
| Provision 17: Aggregate cap of liability for capitalised sums | The aggregate cap of the undertaker's gross liability to pay capitalised sums and any other payments or liabilities under the terms of this Part of this Schedule shall be limited to £5,000,000 (five million pounds) for any one occurrence or all occurrences of a series arising out of the one original cause. | The CRT have proposed an aggregate cap on liability for capitalised sums of £100m. This is far in excess of the aggregate cap on liability to pay capitalised sums of £5 million, which was included in the protective provisions for the CRT's benefit in The West Burton Solar Project Order 2025, The Gate Burton Energy Park Order 2024, The Cottam Solar Project Order 2024, The | Please note the drafting in column 2 should indicate a liability cap of £100 million (not £10 million) is being sought by the Trust. The liability caps observed in other DCOs reflect the proposed NSIP infrastructure and the surrounding environment. In the | The Trust's comments are noted. Whilst the Applicant recognises that the proposed crossing is beneath a man-made canal, that fact alone does not justify a capitalised sums cap that is twenty times greater than the equivalent caps |

| | | | | |
|---|---|---|---|---|
| | | Tillbridge Solar Order 2025. No sound justification has been provided for the figure requested. The Applicant considers that a £5 million cap, which is widely precedented, is far more proportionate than the sum proposed by the CRT. | case of the solar farm DCOs cited, with proposed cable crossings under the river Trent, the environment is a navigable river, where the river bed is naturally formed. In contrast, the proposed cable crossing of Tween Bridge Solar NSIP is below a manmade canal. The crossing point is on a 10 mile 'pound' (the stretch of water between lock gates). Along this stretch, the canal is approximately 30m wide and 2.5 to 3m | agreed in the protective provisions for comparable solar DCO's, particularly where the justification advanced by the Trust appears to be that the level of the cap proposed is on a precautionary basis. |

| | | | | |
|---|---|---|---|---|
| | | | in depth and holds a significant amount of water. The Trust does not hold any breach modelling for this location 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. The cap of £100m is proposed as a precautionary estimate of potential losses | |

| | | | | |
|---|---|---|---|---|
| | | | from any damage to the canal in this location. In the absence of detailed information such as drill profile drawings, drill diameter, settlement calculations, bore logs, RAMS, or flood modelling, the Trust is not in a position to revise that cap downwards. Should RWE provide further information to the Trust, the Trust would consider that information. | |

**Table 4: Applicant's response to Canal & River Trust's request to the ExA**

| Ref | Canal & River Trust Comment | Applicant's Response |
|---|---|---|
| 1 | The Trust will continue to negotiate the protective provisions with the Applicant and will update the ExA throughout the remainder of the examination. In the event that agreement cannot be reached between the Applicant and the Trust on the core issues identified above, the Trust requests the ExA adopts the Trust's standard protective provisions in any made DCO. | The Applicant will continue to engage constructively with the CRT and remains open to compromise where possible. However, discussions to date suggest that while substantial progress has been made, the parties are unlikely to reach agreement on the final outstanding issues on the protective provisions. In this regard, the Applicant and the Trust have now agreed that both are content for the final points of disagreement to be determined by the Secretary of State.<br><br>The Applicant's final position will be set out in the Justification for the Applicant's Preferred Protective Provisions at Deadline 8 and the Applicant will request that the ExA and |

| | | |
|---|---|---|
| | | Secretary of State adopt the proposed protective provisions in Schedule 14, Part 4 of the draft DCO to be submitted at Deadline 8. |
| 2 | These will help ensure the Trust's undertaking is protected and the Applicant's project can be constructed, operated, maintained and decommissioned without the Trust or its undertaking being burdened unnecessarily. | This is noted and the Applicant's response at Ref 1 of this table applies. |

**Table 5: Applicant's response to City of Doncaster Council (CDC)**

| Ref | CDC's Comment | Applicant's Response |
|---|---|---|
| **1. Introduction** | | |
| 1.1 | This document sets out the Deadline 5 Submission of City of Doncaster Council ("CDC" or "the Council") in response to the Tween Bridge Solar Farm Project ("the proposed development"). The proposed development is being progressed by an application for Development Consent by RWE Renewables UK Solar and Storage Limited ("the Applicant"). | This is noted. |

| | | |
|---|---|---|
| 1.2 | This submission provides CDC's comments on the answers to ExQ2 and any further information requested by the ExA including any further information requested by the ExA under rule 17 of The Infrastructure Planning (Examination Procedure) Rules 2010, and comments on any further information received by Deadline 4. As no further information has been requested by the ExA from the CDC under rule 17 of The Infrastructure Planning (Examination Procedure) Rules 2010, this response is limited to comments on the answers to ExQ2 and comments on the further information received by Deadline 4, in accordance with the ExA's Rule 6 Letter of 13th March 2026 | This is noted. |
| 1.3 | The ExA should note that unfortunately the period for responses to be submitted at Deadline 5, has coincided with the summer 2026 holiday season, during which a time a substantial proportion of the CDC team have been on annual leave. It has therefore not been possible to submit a full set of responses within the timeframe available up to Deadline 5. CDC may accordingly make additional submissions at a later date if it considers it necessary to do so, but will in meantime seek continue on-going dialogue with the Applicant in relation to any relevant matters. | This is noted and discussions have continued to take place with CDC beyond Deadline 5, including in relation to the **CDC Statement of Common Ground [Document Reference 9.2 Revision 5]**. |
| **2. Responses to ExQ2** | | |

| | | |
|---|---|---|
| 2.1 | The following sections set out comments from CDC in response to the ExQ2 submissions. They only refer to those questions where the CDC has comments to make. | The Applicant has provided responses below. |
| *Responses to ExQ2 Q2.6.5 Archaeology* | | |
| 2.2 | In their response to ExQ2 Q2.6.5 [REP4-062], the Applicant has addressed suggested changes to the DCO wording "to require the Applicant to submit a final Archaeological Mitigation Strategy, in addition to the Outline Archaeological Mitigation Strategy" [REP4-034]. For clarity, CDC does not see this as an additional document but rather an update to the outline Archaeological Mitigation Strategy [REP4-034] with site specific detail so that it becomes the Final Archaeological Mitigation Strategy, recording actual decisions taken. | The Applicant has addressed this matter in response to ExQ2.6.5 **[REP4-062]** (see also **REP2-087** and Table 1 of **REP5-041]**). The site specific detail will be included in the written scheme of investigation approved pursuant to Requirement 12 of the **draft DCO [Document Reference 3.1 Revision 9]**. The Applicant does not understand the intention behind CDC's request for submission of a "Final Archaeological Mitigation Strategy", nor how this differs in substance from what the Applicant is proposing. The Applicant does not consider that it is necessary to amend Requirement 12 as CDC proposes and |

| | | |
|---|---|---|
| | | the approach which the Applicant has adopted is heavily precedented (see response to Q2.5.1 in Table 1 of **REP5-041**). |
| 2.3 | More detail on CDC's position is given in the answer to ExQ2 Q2.5 Schedules Q2.5.1 [REP4-082]. | The Applicant provided a response to CDC's response to Q2.5.1 in Table 1 of **REP5-041**. |
| *Q2.9.3 Unexploded Ordinance (UXO) Risk Assessment* | | |
| 2.4 | CDC has reviewed the Applicant's response to Q2.9.3 Unexploded Ordinance (UXO) Risk Assessment, and is satisfied that no amendments are required. | The Applicant notes and welcomes this response. |
| **3. Comments on any further information received by Deadline 4** | | |
| 3.1 | The following sections set out comments from CDC on any other information received by Deadline 4: | The Applicant has provided responses below. |
| *Landscape and Visual* | | |
| 3.2 | CDC notes that the land and visual impact assessment (LVIA) set out in 6.2.6 Environmental Statement Chapter 6 Landscape and Visual (Clean) (Rev 4) [REP4-021] has been updated to include sections on the two more recent character assessments (as requested) and the | A response on Landscape Value was provided at item 10.18 in the **Comments on Local Impact Reports** |

| | | |
|---|---|---|
| | value of the landscape outside national designations in accordance with the Landscape Institute's Technical Guidance Note 02/21 Assessing landscape value outside national designations (TGN02-21)1. The CDC has only had limited opportunity to review this, but from what has briefly been reviewed, it would continue to make the point that the landscape character has been under valued and underplayed in the LVIA. | **(City of Doncaster Council) [REP2-089].**<br><br>The Applicant disagrees that effects upon landscape character have been under valued and underplayed. |
| 3.3 | Within the LVIA, baseline information has been added and then a statement on the susceptibility, value and sensitivity for these additional character areas made. However, no explanation is included on how the conclusion on value, susceptibility and sensitivity has been made. All the character areas added have been given a medium value, medium susceptibility to the development and medium sensitivity. | **Appendix 6.1 Landscape and Visual Impact Assessment Criteria [APP-061]** sets out the sensitivity of receptors, (underpinned by an understanding of the value and susceptibly of receptors).<br>The Sensitivity of the additional Character Areas has been assessed against the existing components of the landscape. A further comparison was also undertaken against the Character Areas originally set out to review and calibrate these judgements. The Applicant is content that the judgments on sensitivity are a correct reflection of the landscape |

| | | |
|---|---|---|
| | | baseline and in line with the methodology. |
| 3.4 | For example, Hatfield Chase Levels LCA (from the 2014 character assessment) is summed up in LVIA paragraph 6.4.51 [REP4-021] stating that the 'Hatfield Chase Levels LCA is considered to be of medium sensitivity based on medium susceptibility and medium value'. The description prior to this statement, extracted from the LCA text, includes the bullet points – 'Important historic landscape', 'rare historical settlement pattern'; 'strongly geometric landscape, dominated by big skies with a marked sense of space'. CDC considers that it is difficult to see how an area with that description would not be considered high value. It also does not understand why it would not have a high susceptibility to the type of development proposed when a large portion of the proposals lie within it. This would result in a high sensitivity. | An assessment of landscape value and susceptibility to change was undertaken for all landscape receptors, as a function of sensitivity which is set out in the methodology **ES Appendix 6.1 Landscape and Visual Impact Assessment Criteria [APP-061]** and **ES Chapter 6 Landscape and Visual [REP4-021].**<br><br>The Applicant disagrees with CDC that the Hatfield Chase Levels LCA is of high sensitivity. The references to the bullets to define value set out in the response are selective. Whilst it is not disputed that there are some elements of value within the LCA, key characteristics such as 'pockets of Industrial use (around Sandtoft), airfield, aggregate extraction and |

| | | |
|---|---|---|
| | | woodland', 'M180 runs east-west across the LCA' and 'wind turbines at Tween Moors' cannot be ignored when considering value. These factors also serve to influence the judgement of susceptibility to change within the LCA.<br><br>Considering the above, the Applicant considers that a medium sensitivity for the Hatfield Chase Levels LCA is appropriate. |
| 3.5 | Similarly, in relation to the Trent Levels – flat Open Remote Farmland (in the NLC study) includes key characteristics including 'the landscape has been described as remote, although this now feels to have been eroded due to the significant vertical intrusion of the windfarm to the west of Medge Hill'. This CDC considers demonstrates that the landscape is already under pressure and changing as a result of development, so a solar development would add to this pressure, meaning the landscape is highly susceptible (not medium). | The Applicant notes that this area is within the North Lincolnshire Council administrative area, however, has provided a response below nonetheless.<br><br>The Applicant disagrees that a landscape's susceptibility to change is increased by the key characteristics they set out. In fact, the elements described are considered to |

| | | |
|---|---|---|
| | | potentially decrease a landscape's susceptibility to change rather than increase it. The Applicant remains of the view that a medium susceptibility to change is appropriate in this instance. |
| 3.6 | And in relation to the Thorne and Crowle Moors (2014 LCA) they are described as 'internationally designated for their important raised bog habitats' , 'one of the largest lowland raised bogs in Britain', 'remote, peaceful and largely inaccessible' but are summed up in the LVIA as being of medium value, medium susceptibility, medium sensitivity. | Whilst it is noted that the landscape character assessment document considers parts of the LCA as high value for nature conservation, this balances against other elements within the landscape.<br><br>The assessment of medium sensitivity finds a balance between elements mentioned by CDC and features such as 'Tween Bridge windfarm, which is visually prominent over much of the area.'. |

| | | |
|---|---|---|
| 3.7 | Other character areas have been addressed in a similar manner with medium value, medium susceptibility and medium sensitivity being the default for all character area added. | The Applicant notes that this is the case and is content with the judgements set out **ES Chapter 6 Landscape and Visual [REP4-021]**. |
| 3.8 | The assessment includes additional text on landscape value. From a brief reading of this CDC would question how, for example, Factor 2 – Cultural Heritage, can be recorded as medium considering the historical land use associated with this area. The value assessment has been carried out on the order limits as a whole and since the character areas have been downplayed, the CDC considers that it is no surprise, that the value of the whole area has been assessed as 'medium'. It goes on to give the whole site a susceptibility of 'medium' and sensitivity of 'medium'. | The Applicant awaits a full response. |
| 3.9 | CDC has not yet had the opportunity to consider the assessment more fully, but would continue to make the point that it considers that the landscape character has been undervalued and underplayed in the LVIA. | The Applicant awaits a full response. |
| *Ecology 6.2.7 Environmental Statement Chapter 7 Ecology and Nature Conservation (Clean) (Rev 4) [REP4-024].* | | |
| 3.10 | Referencing the written summary of oral submissions made at hearings in the week commencing 22nd June 2026 and paragraph 4.3-4.4 of CDC's Deadline 3 Submission [REP3-081] CDC requested simplification | The Applicant notes this and welcomes this comment. |

| | | |
|---|---|---|
| | and re-drawing of the mitigation mapping as the mapping in earlier versions of Outline Landscape Ecological Management Plan (oLEMP) was very crowded and confusing. Revision 5 of the oLEMP [REP04-055] provides at Drawing Nos 16413/P20 Sheets 1 to 7 showing the detailed mitigation measures requested by CDC. These drawings provide clearly defined areas of mitigation with accurate buffer zone locations and widths and fulfil the requirements of CDC. | |
| 3.11 | At paragraph 4.5 of CDC's Deadline 3 Submission [REP3-081] CDC requested cross sections of breeding bird mitigation areas and in an e-mail message (Tyler Grange 24th July 2026) covering other ecological matters the Applicant's ecologist responded stating that: "…. in our D4 updates we addressed all the comments received previously, including detailed in your Written summary of oral submissions made at hearings in w/c 22 June 2023 [REP3-081]. Unfortunately we were not able to provide cross-sections of mitigation areas as we do not have the graphics capability do complete this, but we did include additional text and photographs withing the OLEMP that should provide the detail you required." | The Applicant notes this comment. |
| 3.12 | This additional information along with the drawings 16413/P20 Sheets 1 to 7 are acceptable to CDC and compensates for the lack of cross sectional illustrations . | The Applicant notes and welcomes this comment. |

| | | |
|---|---|---|
| 3.13 | At paragraph 4.16 of CDC's Deadline 3 Submission [REP3-081] CDC requested, following internal and external consultation; the undertaking of water quality assessments:<br><br>*"In respect of water quality the Council requests that Applicant confirms whether they will have a water quality monitoring regime as . It is easy to assume that the cessation of arable cropping with absence of inputs and land/soil disturbance will lead to improved water quality as stated 3.2.3 of the oLEMP [REP2-070] But, it should not be assumed that this is the case and there should be some monitoring over a 10 year period at specific locations to ensure that these benefits do accrue and that there are not other adverse impacts that are currently unknown. The Council also requires the Applicant to confirm if there is any potential for unexpected contaminating inputs as a result of the locations of the panels, e.g. any fixings or connecting equipment. It is understood that there is a significant stand-off between the operational areas and watercourses but gravitational effect cannot be easily overcome. The Council considers that a water quality monitoring programme should be put in place. It would request that the Applicant puts forward a water quality monitoring plan that includes:*<br>• *Objectives of water quality monitoring;*<br>• *Sampling locations;* | The Applicant notes this comment. At paragraph 7.15 of the **Outline Landscape Ecological Management Plan (oLEMP) [Document Reference 7.6 Revision 6 ]** it is set out that water quality monitoring will be completed as part of the Scheme over a 10-year period at specific locations. Further detail has been added in respect of the water quality monitoring regime in the **oLEMP [Document Reference 7.6 Revision 6]** submitted at Deadline 6 to reflect CDC comments at paragraph 4.16 of CDC's **Deadline 3 Submission [REP3-081].** |

| | | |
|---|---|---|
| | • *The types of pollutants to be tested at sampling locations;*<br>• *Frequency and duration of monitoring programme; and*<br>• *Reporting and sharing of data reviews.* | |
| 3.14 | CDC does not consider this to be a disproportionate requirement but will consider a review after 3 and 5 years with an option to terminate sampling if water quality is shown to be unaffected by the solar farm. | The Applicant notes this comment. A full Applicant response is provided in row 3.13 above. |
| *Biodiversity Net Gain (BNG)* | | |
| 3.15 | Referencing 6.3.7.12 Environmental Statement Appendix 7.12 Biodiversity Net Gain Assessment (Rev 3) (Clean) [REP3-028] CDC is pleased to see the matter of strategic significance so fully addressed at paragraphs 3.7 to 3.8 even though the South Yorkshire Local Nature Recovery Strategy is still in the later stages of its preparation. | The Applicant notes and welcomes this comment. |
| 3.16 | Following representations set out paragraph 4.6 of Council's Deadline 3 Submission [REP3-081] and supported by a South Yorkshire wide approach to solar panel grassland types and BNG, the Applicant's at paragraph 3.13 of 6.3.7.12 Environmental Statement Appendix 7.12 Biodiversity Net Gain Assessment (Rev 3) (Clean) [REP3-028], have agreed that a single grassland type of low distinctiveness should be used for the habitat type under and between the solar panels. This has | The Applicant notes and welcomes this comment. |

| | | |
|---|---|---|
| | resulted in a far less complicated post development habitat matrix and as explained by CDC, such a change of this type where arable land is being used for the development, CDC considers that this will not jeopardise the significant biodiversity unit surplus. | |
| 3.17 | Also in response to earlier CDC previous representations the inclusion of solar panel infrastructure and mounting systems has been taken into account and now is included as 10% developed land 'habitat under each panel. This has come about through positive discussions between CDC and the Applicant's ecologists to deliver an acceptable approach to dealing with the often ignored elements of solar panel array construction and operation. | The Applicant notes and welcomes this comment. |
| 3.18 | At paragraph 4.7 of Council's Deadline 3 Submission [REP3-081] CDC raised the matter of the breaking of trading rules within the first version of the BNG assessment. CDC pointed out that where a surplus has been generated through the BNG assessment process it is unacceptable through the BNG DEFRA User Guide (2026) to break trading rules and by in surplus. The Applicant's ecologists have addressed this error and have changed habitat losses with appropriate higher value replacement habitat. CDC are now satisfied with the biodiversity net gain assessment as shown in 6.3.7.12 Environmental Statement Appendix 7.12 Biodiversity Net Gain Assessment (Rev 3) (Clean) [REP3-028]. | The Applicant notes and welcomes this comment. |

| | | |
|---|---|---|
| 3.19 | CDC has on several occasions alerted the Applicant that because they have chosen to follow the mandatory Biodiversity Net Gain process and replicate all the steps in the process, they should ensure that both a Habitat Management and Monitoring Plan (HMMP) and a Net Gain Plan are submitted. The approval of these by the LPA should be part of the process and the delivery of 'post intervention' habitats should be steered by the HMMP and alongside this, there should be an agreement between the Applicant and the LPA for monitoring by the LPA to be carried out as is the case in mandatory BNG with an attached monitoring fee. This should all be secured by a Section 106 agreement. However as this is a DCO process and not a standard planning application there may be some other form of legal agreement that secures the monitoring and the fees. | The Applicant has provided a detailed response to each of these matters at Table 1 of **REP5-041** (in response to CDC's response to Q2.2.5). |
| *Public Rights of Way 6.2.12 Environmental Statement Chapter 12: Transport and Access (Rev 3) [REP4-015]* | | |
| 3.20 | The CD notes that on page 37 of document 6.2.12 Environmental Statement Chapter 12: Transport and Access (Rev 3) [REP4-015] it states at paragraph 12.4.34, that a number of Public Rights of Way (PRoW) are routed through or abut the Order Limits. These a shown on ES Figure 12.1 - Indicative Access Strategy [APP 164] and are summarised in Table 12-9. | The Applicant notes this response. |

| | | |
|---|---|---|
| 3.21 | CDC however notes that Public footpath No.15 Thorne referred to in the table has been omitted from the plan and is not shown on ES Figure 12.1 – Indicative Access Strategy [APP 164]. This accordingly needs updating to include public footpath Thorne15. | ES Figure 12.1 [Document Reference 6.4.12.1 Revision 2] has been updated at Deadline 6 to show Public Right of Way Thorne 15. Thorne 15 sits outside of the Order Limits to the north of Land Parcel A and is therefore unaffected by the Scheme. |
| *Development Consent Order [REP4-004]* | | |
| 3.22 | *Land Contamination*<br>Since the Deadline 4 submission of the responses to ExQ2, CDC has been contacted by the Environment Agency, restating the concerns that it set out in its written summary of oral submissions made at the hearings in week commencing 22nd June 2024 [REP3-082] and explaining why it considers that an additional requirement is needed in relation to the management of the risk of contamination, including securing the necessary contamination assessments before remediation works can take place. CDC would support the concerns set by the Environment Agency in its submission. It is also concerned in the light of comments from the Environment Agency that the fee regime covers CDC's actual costs of discharging requirements and other consents under the Order, as set out below. | In relation to the EA's request for an additional requirement dealing with land contamination, which CDC now supports, the Applicant has provided a detailed response in Table 2 (Ref EN3) and Table 8 (Ref EAWS1 – EAWS7) of the **Response to Deadline 3 Submissions [REP4-065]** and Table 3 (ref Q2.5.2) of the **Applicant's Responses to Stakeholder Responses to ExQ2 [REP5-041]**. For the reasons given in those documents, the Applicant does not consider that |

| | | |
|---|---|---|
| | | an additional requirement is necessary or appropriate.<br><br>CDD's comments regarding fees for the discharge of requirements are addressed in response to ref 3.26 of this table. |
| 3.23 | *Amendments to articles 11 to 14*<br>CDC notes the amendments made to articles 11 (street works), 12 (application of permit scheme), 13 (application of the 1991 Act) and 14 (power to alter layout, etc. of streets) of the draft DCO [REP4-004]. After Deadline 4, CDC submitted its proposed highways protective provisions into the Examination. The Applicant has commented on, and proposed amendments to, the same, and CDC is considering those comments and amendments. CDC is considering the amendments to the articles mentioned above in the context of the amended highways protective provisions and intends to revert to the Applicant on the same shortly. | The Applicant notes these comments and will continue to engage with CDC regarding the protective provisions. CDC's latest comments on the protective provisions were provided on 17 September 2026, in response to the Applicant's email dated 30 July 2026. The Applicant is considering CDC's comments and will respond shortly. An update on the progress and status of discussions in this regard will be provided at Deadline 8. |
| 3.24 | *Amendments to articles 16, 17 and 19*<br>CDC welcomes the amendments made to articles 16(10) (temporary closure or restrictions of streets and public rights of way), 17(3) | The Applicant has amended the draft DCO at Deadline 6 **[Document Reference 3.1 Revision 9]** to |

| | | |
|---|---|---|
| | (access to works) and 19(9) (traffic regulation measures) whose effect is to follow the deeming provision included in each of those articles with a provision which requires the undertaker to inform the authority of the deemed provision when it makes the application. CDC considers there should be corresponding provision which states that if that information is not included, the deeming provision will not apply. The corresponding provision should also be included in article 14 (power to alter layout, etc. of streets) after existing paragraph (6). | incorporate the provision requested by CDC. See also the **Applicant Responses to ExA Commentary on the dDCO [Document Reference 8.27 Revision 1]** (ref DCO 3.3). |
| 3.25 | *Amendments to paragraph 4 of part 2 of Schedule 2*<br>In respect of the amended fees regime included at paragraph 4 of part 2 of Schedule 2, CDC notes the following text from the Applicant's Schedule of Changes to the Draft Development Consent Order [REP4-067]: "Following discussions with City of Doncaster Council (CDC) regarding the Draft DCO [Document Reference 3.1. Revision 7], the Applicant has amended the fee structure for applications to discharge the Schedule 2 requirements to align with recent solar precedent including the One Earth Solar Farm Order 2026 and the Springwell Solar Farm Order 2026". | This is noted and a response is provided at ref. 3.26 below. |
| 3.26 | CDC would stress that it maintains its position set out in previous submissions: it is essential that the fee regime covers CDC's actual costs of discharging requirements and other consents under the Order. It is not clear that the amended fee regime will secure this and | The Applicant would highlight that the fee model provided for in Schedule 2, Part 2 of the **draft DCO [Document Reference 3.1 Revision 9]** is heavily |

| | | |
|---|---|---|
| | CDC intends to continue discussions with the Applicant on paragraph 4 (amongst other provisions) to ensure the Order includes a satisfactory mechanism for costs recovery. | precedented and in the Applicant's view appropriate and proportionate to the level of resource likely to be required by the local authorities to fund the discharge of requirements process. CDC's objection appears to be directed to the fixed nature of the fees payable. However, this reflects the position where a Town and Country Planning Act 1990 application is concerned (see regulation 16 of the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012).<br><br>In addition, the fees payable under the requirements are either aligned with or exceed the fee levels in every solar order made under the Planning Act 2008 which includes express provision for the payment of fees for the discharge of requirements, with |

| | | |
|---|---|---|
| | | the sole exception being the Fenwick Solar Farm Order 2026. In making those Orders, the Secretary of State has therefore endorsed the approach which the Applicant has taken in this case. |

**Table 6: Applicant's response to the Environment Agency (EA)**

| Ref | EA's Comment | Applicant's Response |
|---|---|---|
| **1.0 3.1 Draft Development Consent Order (Rev 7) [REP4-003]** | | |
| 1.1 | **Part 4, Article 19, Discharge of water**<br><br>We welcome the Applicant's agreement (under Ref. EN1, page 4, [REP4-065] of the Applicant's response to Environment Agency representations) that our permission would need to be sought under the Protective Provisions in Schedule 14, Part | The Applicant notes these comments and refers to its response at Table 2: Applicant's response to Environment Agency, ref EN1 of its **Response to Deadline 3 submissions [REP4-065]**. See also the Applicant's response to DCO.4.1 of the **Applicant Responses to the ExA Commentary** |

| | | |
|---|---|---|
| | 5 of the draft DCO for the construction of outfall infrastructure, and that a water discharge permit may also be required where discharges are made into controlled waters under regulation 12(1)(b) of the Environmental Permitting Regulations 2016. We also note that Article 19(8)(a) includes the term "public sewer or drain means a sewer or drain which belongs to … the Environment Agency" and that this drafting (i.e. Article 19(8)(a)) is widely precedented in many DCOs. However, the fact remains that the Environment Agency does not own public sewers or drains. Consequently, the inclusion of Article 19(10) has no practical or legal effect. It is also important to note that the wording of paragraph 19(10) is not widely precedented for precisely that reason. The only DCO known to include this provision is the London Luton Airport Expansion Order 2025, and it is assumed that it was an oversight that the Environment Agency did not challenge its inclusion in that Order.<br><br>The Environment Agency would refer the Examining Authority to the most recent DCOs granted for solar farms that the Applicant has reviewed (the One Earth Solar Farm Order 2026, Dean Moor Solar Farm Order 2026, Peartree Hill Solar Farm Order 2026, Springwell Solar Farm Order 2026, Fenwick | **on the dDCO [Document Reference 8.27 Revision 1]**. The Applicant maintains its position that the inclusion of article 19(10) of the **draft DCO [Document Reference 3.1 Revision 9]** is appropriate. |

| | | |
|---|---|---|
| | Solar Farm Order 2026, Helios Renewable Energy Project Order 2025, Stonestreet Green Solar Order 2025, Tillbridge Solar Project Order 2025, Byers Gill Solar Farm Order 2025 and Oaklands Farm Solar Park Order 2025), and notes that this sub-paragraph is not included in any of them. Accordingly, we request that this sub-paragraph be removed from any draft Order that the Examining Authority may be minded to recommend for approval. | |
| 1.2 | **Schedule 2, Part 1, Requirement 14 (Construction Environmental Management Plan)**<br><br>We note that the revised draft DCO changes the wording in paragraph (4) of Requirement 14 so that "commence" now includes any permitted preliminary works involving remedial works in respect of contamination, rather than excluding them. Although the Requirement correctly carves out the permitted preliminary works, this change does not resolve our concerns regarding land contamination. We refer the Examining Authority to our ISH2 Summary of Oral Representations [REP3-082] for our position on this matter. | The Applicant welcomes the EA's confirmation regarding paragraph (4) of Requirement 14. The Applicant's response to the EA's continued request for a separate requirement dealing with land contamination is set out at ref 3.22 of Table 5 above (in response to CDC) and the submissions referenced within that response. |

| | | |
|---|---|---|
| 2.0 | **Book of reference [REP3-012]**<br><br>The Environment Agency is still in the process of carrying out assessments to understand the potential effects of the acquisitions sought by the Application. Accordingly, we have no further update for the Examining Authority and our position remains as set out in our Deadline 4 Written Representations [REP4 076] on this matter. | This comment is noted. |
| 3.0 | **Biodiversity Net Gain (BNG) Metric (Rev 2) [REP3-085]**<br><br>We have reviewed the revised BNG Metric and are satisfied that it now accounts for the culvert works proposed as part of the scheme. The Metric records culverts as lost under the Watercourse Baseline tab, and this therefore addresses our previous concerns raised in Paragraph 3.2 of our Deadline 4 Written Representations.<br><br>We previously highlighted that there were slight discrepancies between the figures for net gain contained in the Metric and the BNG Assessment [REP3 028]. Following | The Applicant notes and welcomes this comment. |

| | | |
|---|---|---|
| | update to the Metric, we note that the figures are now consistent.<br><br>In addition, we previously advised that we considered it likely that additional enhancements may be required to ensure delivery of 10% net gain for watercourses. No further details have been provided on this matter. We therefore advise that the Applicant and Examining Authority should have sufficient confidence that the net gain for watercourses will be achievable. | |
| 4.0 | **Applicants Responses to Deadline 3 Submissions [REP4-065]**<br><br>We acknowledge the Applicants response in Table 2 under ref EN3 regarding land contamination matters (though the explanation on Requirement 14 contradicts the drafting now included in Rev 7 of the dDCO). We maintain our position that land contamination measures should be managed under a separate requirement. We do not agree that the approach taken on Springwell Solar Farm supports or justifies the approach taken on this project. In principle, we consider that | A response to the EA's request for a separate requirement dealing with land contamination is provided in Table 2 (Ref EN3) and Table 8 (Ref EAWS1 – EAWS7) of the **Response to Deadline 3 Submissions [REP4-065]** and Table 3 (ref Q2.5.2) of the **Applicant's Responses to Stakeholder Responses to ExQ2 [REP5-041]**.<br><br>The Applicant notes and welcomes the EA's comments in relation to both piling and the North Soak Drain. |

| | | |
|---|---|---|
| | the approach to contamination for this scheme should be based on its own merits.<br><br>It is wholly incorrect for the Applicant to suggest that the Environment Agency has implicitly accepted that the measures proposed are appropriate or robust within the Outline CEMP and that this signifies our agreement as to their adequacy. The reason the Environment Agency has not provided detailed commentary on those measures is because we do not consider the CEMP to be the appropriate mechanism for securing contamination risk assessment, remediation strategies and verification reports. Accordingly, our focus has been on the absence of a dedicated contamination requirement, rather than the detailed content of the Outline CEMP, which in our view is inadequate to manage the risk of contamination.<br><br>The Environment Agency disagrees with the Applicant's characterisation of this matter as one of "form over substance". Our concern is not simply where the measures are documented, but whether the necessary contamination | The **Outline Landscape and Ecological Management Plan [Document Reference 7.6 Revision 6]** has been updated at Deadline 6 to correct Table 4-1. |

| | | |
|---|---|---|
| | controls are secured through an appropriate and enforceable mechanism within the DCO framework.<br><br>We note the Applicants response to our comments in relation to piling under ref EN4 and the Applicants response to Q2.14.1 [REP4-062]. We welcome clarification that piling is not anticipated during the operational and decommissioning phases of development. We have no further comments on this matter and maintain our position set out in our response to Q2.14.1 of the Examining Authority written questions 2 [REP4-083].<br><br>We welcome clarification under ref EN7 that it is not proposed to culvert the North Soak Drain. We support that the employment of clear span methods will be fully explored at the detailed design stage. We have no further comments to make on this matter and wish to reiterate that any culvert proposal will require consent under the Protective Provisions, as outlined in our Deadline 3 Written Representations [REP3-076].<br><br>We note under ref EN16, that the Applicant refers to amending Table 4-1 of the Outline Landscape and Ecological | |

| | | |
|---|---|---|
| | Management Plan [REP4-055] 'to confirm that ongoing management will include scrub control, sensitive dredging and rotational management to ensure that entire lengths of ditch are not affected at the same time' [emphasis added]. We would like to highlight that this error does not appear to have been rectified in the latest version. | |
| 5.0 | **Summary**<br><br>We welcome the additional information that has resolved some of the outstanding issues of concern included in our previous representations. We understand that the Applicant is due to submit an updated Statement of Common Ground at this Deadline, which will provide the Examining Authority with an up-to-date position on matters within the Environment Agency's remit.<br><br>Our views are given without prejudice to any future detailed representations that we may make throughout the examination process. We reserve the right to add to or amend these representations, including requests for DCO | These comments are noted. A further statement of common ground with the EA has also been submitted at Deadline 6 **[Document Reference 9.4 Revision 4]**. |

| | | |
|---|---|---|
| | Requirements, should further information be forthcoming during the examination on issues within our remit. | |

**Table 7: Applicant's response to Mr. Jonathan Carr**

| Mr Jonathan Carr Comment | Applicant's Response |
|---|---|
| In Response to 6.3.6.2<br>Reference Plan 6.4.6.4 REV 5<br>Property #44<br><br>During the Examination hearing I did request removal of the panels to the south of Plains Lane (E20) duly noted thank you , as this provides a safe evacuation route on foot in the event of a fire<br><br>However my request to remove panels to the west of anchor drain (E 19 ) has not been met ? Given the proximity of the panels to my property and the prevailing south westerly / westerly winds and the tinder dry vegetation conditions of | The Applicant decided to remove panels in close proximity to Property 44 following feedback received from Mr Carr during the **Open Floor Hearing [REP3-050].** Under Action 5, the Applicant sought to assess the layout of the Scheme surrounding the property in order to reduce the visual effects that the Scheme would have on the property. Panels have been removed from the Scheme in the northern section of Field E19 and the entirety of Field E20. The Applicant has reflected this development in submissions made at Deadline 4 including **ES Figure 6.4.2.2a Indicative Operational Layout Plan (Fixed Solar Panels) [REP4-037 and ES Figure 6.4.2.2a Indicative Operational Layout Plan (Fixed and Tracker Solar Panels) [REP4-038]** as well as |

| | |
|---|---|
| late, these form an unacceptable fire risk to my property and livelihood<br><br>I must now also request removable of panels from ( E 2 ) to a minimum distance of 200 meters from my northern boundary , to form an effective fire break<br><br>Why 200 meters? 200 meters is Industry Standard Best Practice Advise except in EXEPTIONAL CIRCUMSTANCES? For the record my main access to the property and for any emergency service vehicles is from the A18 Access from low levels bank via the poultry farm is very limited & certainly not suitable for emergency service vehicles A simple site visit would immediately verify the above facts<br><br>Also please note I still have not had any direct interaction from RWE or there representatives which I find utterly reprehensible & no doubt indicative of what kind of neighbours they could make | within the **Works Plans [REP4-002]**. It has also been reflected within the residential visual amenity assessment **ES Appendix 6.2 Residential Visual Amenity Assessment [REP4-027]** which concludes that following the design changes to residential property 44, the impacts have been reduced at Year 1 from Moderate (Significant) to Moderate (Not Significant). As such, the Applicant has responded positively and given effect to the amendments required to reduce the impact of the Scheme in visual impact terms. The Applicant has further considered the removal of the remaining southern extent of solar panels from Field E19 and Field E2 as per Mr Carr's request, however, as the significance of effect from a landscape perspective has already been reduced from significant to not significant, the Applicant does not deem further panel removal from the area to be required. The removal of solar panels must be balanced within the operational need for the Scheme in which there is a critical national policy requirement for the delivery of such renewable energy projects.<br><br>The Applicant confirms within the **Design Parameters Document [REP3-014]** that solar panels will be located at |

| | |
|---|---|
| | least 50m from residential properties and this parameter has been adhered to from property 44.<br><br>The Applicant confirms that direct communication has been made to Mr Carr explaining the changes that have been made at Deadline 4 surrounding Mr Carr's property. |

**Table 8: Applicant's response to Mrs. V. Lindley**

| Mrs. V. Lindley Comment | Applicant's Response |
|---|---|
| **Purpose of this Submission**<br><br>This statement provides my formal comments on the Applicant's Hearing Summary [REP4-060]. The Applicant's case for the compulsory acquisition of rights for "Route A-B" is fundamentally flawed. Due to a generic, blanket approach to their land referencing process, the Applicant has remained entirely unaware that their chosen route directly intersects active, private infrastructure on my freehold land. | The Applicant notes the comment and provides a detailed response to each of the points below.<br><br>The Applicant also wants to make the ExA aware of ongoing negotiations that are progressing positively between the Applicant and the Lindleys throughout the Examination and will continue following the end of the Examination period. Full details of the progression of the landowner negotiations can be found within **Statement of Reasons Appendix 2 Schedule of** |

| | Landowner Negotiations [Document Reference 8.6 Revision 4] |
|---|---|
| **Rebuttal of Cable Route A-B Justifications (Action 1)**<br><br>The Applicant's five reasons [4.33] for preferring Route A-B fail to satisfy the statutory test of "absolute necessity" required under Section 122 of the Planning Act 2008. Convenience and commercial cost-savings do not justify the compulsory acquisition of private property rights:<br><br>• Reason (d) The "Single Landowner" Claim: The Applicant argues that Route A-B is preferred because it "only affects one landowner" (myself). However, this assessment was made in complete ignorance of the facts. Because their Book of Reference is incorrect, the Applicant failed to realize that Route A-B directly impacts and endangers my active, private underground infrastructure.<br><br>• Reason (c) Outdated Planning Logic: The Applicant admits Route A-B was originally chosen because it sat within a field intended for solar panels before negotiations with the Lindley family ceased. Because those negotiations failed, | • Reason (d) The Applicant firmly disputes any notion that the Book of Reference is deficient and maintains the accuracy of the contents. The Applicant also disputes that the Scheme endangers any active and private underground infrastructure. The Scheme will be constructed in accordance with safety management processes and in substantial accordance with the **outline Construction Environmental Management Plan [REP4-045]** secured within the **draft DCO [Document Reference 3.1 Revision 9]** at requirement 14. The Applicant confirms within the **outline Construction Environmental Management Plan [REP4-045]** that pre-construction surveys and risk assessments will be undertaken to determine the final location of the cabling. |

| | |
|---|---|
| that layout is void. The Applicant is trying to force an outdated legacy design onto my land rather than adjusting to the land currently available to them.<br><br>• Reasons (a) & (b) Shifting Highway Disruption: The Applicant admits to a failure of basic engineering and routing diligence in March 2024 and claims the alternative Route C-D is discounted because it involves road closures and is "costly." Commercial cost-saving for a private developer does not justify stripping a private landowner of property rights. The Applicant is simply shifting engineering difficulties away from public highways and dumping the disruption onto my private agricultural land. Furthermore the Applicant has provided no traffic management impact assessments or independent costings to prove that a temporary road closure on route C-D outweighs the severe, permanent, multi-generational agricultural impact inflicted by route A-B.<br><br>• Reason (e) Residential Avoidance: While avoiding residential areas is standard practice, modern techniques like Horizontal Directional Drilling (HDD) routinely bypass residential boundaries safely. The Applicant has failed to | • Reason (c) The underground cable chosen remains the most appropriate method to connect between Field D9 and Field D5.<br><br>• Reasons (a) and Reasons (b) The Applicant does not admit to a failure of basic engineering routing diligence and remains of the view that the chosen route is the most appropriate for the Scheme for a number of reasons set out **Written Summary of Oral Submissions at the Compulsory Acquisition Hearing [REP4-060].**<br><br>• Reasons (e) The Applicant confirms that HDD would not be feasible for the C-D route proposed and would not be cost effective or appropriate. HDD is one of the most expensive and complex construction challenges for the Scheme and should only be taken as a last resort when other less intensive drilling methods are not available. Additionally, the space afforded by the highway in this location |

| | |
|---|---|
| provide engineering proof that Route C-D is physically unfeasible. | is not sufficient to allow a suitable working area for the laying of the cables required. |
| It is also noted by T.M [4.37(a)] *"that the installation of the cable represented a limited physical interference"* yet they simultaneously claim the cable is too highly disruptive to justify routing it via Route C-D. The Applicant cannot argue that the infrastructure is both 'negligible' and 'severely disruptive' purely to suit their preferred narrative. | The Applicant notes that the differences between the Route A-B (direct through grassed fields) and Route C-D (along the existing road) are considered by the Applicant to pose different engineering and financial considerations. The Applicant reiterates that the constraints associated with the on-road option (C-D) means that the option is not feasible from an engineering perspective and therefore was not taken forward as part of the design in the Scheme as applied for. |
| **Land Referencing Failure & The Flawed Blanket Approach (Paras 4.65–4.72)**<br><br>The Applicant's explanations regarding British Telecommunications plc (BT) reveal a total failure of their statutory duty of "diligent inquiry" under Section 44 of the Planning Act 2008:<br><br>• Factually Incorrect Data via a Blanket Approach: The Book of Reference (see attached doc 1) lists BT as the reputed | The Applicant firmly resists any notion that the **Book of Reference [REP3-012]** is deficient and maintains the accuracy of the information held within.<br><br>The Applicant firmly resists the suggestion that it has failed to comply with its duty of diligent inquiry under section 44 of the Planning Act 2008 or adopted the alleged "blanket" approach. Those |

| | |
|---|---|
| 'occupier' of the telecommunication apparatus. Rather than conducting specific site research, the Applicant appears to have applied a generic blanket assumption that all such apparatus belongs to BT. This is factually wrong. BT has never owned, occupied, or had any legal presence regarding this asset, which was historically associated with Hutchison 3G.<br><br>• True Legal Status: I am the sole freeholder of this land. My Land Registry Charges register is clear of any third-party utility easements or operator rights. I own both the surface land and the complete subterranean infrastructure.<br><br>• The "Silent Consent" Fallacy: The Applicant asserts that BT's lack of engagement suggests their interests are "adequately protected." BT is silent simply because they do not own the asset and have no legal basis to respond. By relying on a blanket assumption, the Applicant is chasing a non-existent interest while ignoring the actual freeholder standing right in front of them. | assertions are unsustainable when the evidence is properly considered.<br><br>The Applicant has undertaken extensive investigations to identify all persons with interests in the Order land, as reflected in the **Book of Reference (BoR) [REP3-012].** Details of those investigations are set out in section 8 and **Appendix 1 of the Statement of Reasons (SoR) [REP4-007].**<br><br>The SoR also makes clear that diligent inquiry is an iterative process. Consistent with that approach, the Applicant is currently preparing a final version of the BoR for submission at Deadline 8 and is in direct communication with the Interested Party regarding the matters raised in these submissions. Should those discussions indicate that any amendments to the BoR are necessary, they will be incorporated into the final version submitted at Deadline 8.<br><br>There has therefore been no failure in the land referencing process. On the contrary, the Applicant's approach has been thorough, proportionate and fully |

| | |
|---|---|
| | consistent with the relevant statutory requirements, guidance and established practice. |
| **Failure of Statutory Consultation and Procedural Prejudice**<br><br>• Deficient Consultation: While the Applicant engaged with me regarding general option routes across my wider land holding, I was never once consulted regarding this specific mast or the subsequent subterranean cable that Route A-B will cross.<br><br>• Procedural Injury: Because the Applicant applied a blanket label to these physical assets and assigned them to BT, they completely bypassed me during their infrastructure assessment. This has stripped me of my statutory right to protect my assets and negotiate safe physical boundaries, clearance distances, and asset protection clauses. | The Applicant undertook a comprehensive and proportionate programme of pre-application consultation in accordance with the statutory requirements of the Planning Act 2008 and the relevant secondary legislation and guidance.<br><br>The Applicant prepared and consulted upon a **Statement of Community Consultation (SoCC) [APP-023]**, undertook consultation with the prescribed consultees and persons identified under section 42, publicised the proposed application in accordance with sections 47 and 48, and provided consultees and members of the public with appropriate information and sufficient opportunity to respond.<br><br>The statutory consultation was undertaken between 20 March and 8 May 2025 and was supported by a Preliminary Environmental Information Report, enabling consultees to understand the Scheme and |

| | |
|---|---|
| | its potential environmental effects. The Applicant subsequently considered and had regard to the responses received, with consultation feedback informing amendments to the Scheme and the final DCO application.<br><br>The Consultation Report submitted with the application records the consultation undertaken, the responses received and how those responses were considered, demonstrating that the Applicant complied with its statutory consultation obligations and adopted a comprehensive, transparent and proportionate approach to consultation prior to submission. |
| **Requirements to Resolve Formal Objection**<br><br>I maintain my strict formal objection to the grant of Compulsory Acquisition or Temporary Possession powers over my land. The Examining Authority (ExA) should deny these powers unless the Applicant is directed to: | The Applicant reiterates its view that the Book of Reference is accurate. The Applicant notes however that an update to the Book of Reference is currently underway in line with the requirements set out by the **Rule 8 Letter [PD-008]** for Deadline 8. Should any changes to the land titles to be identified, these will |

| | |
|---|---|
| 1. Amend the Book of Reference: Remove BT entirely and accurately record my sole freehold interest in both the apparatus and the land.<br><br>2. Contract the Working Corridor: Restrict the proposed 30-metre wide corridor to a contractually locked, standard utility easement width of 6 to 10 metres.<br><br>3. Include Asset Protections: Enter into a legally binding crossing agreement to protect my existing subterranean cable from contractor interference along Route A-B. | be reflected within the updated Book of reference to be submitted at Deadline 8.<br><br>As detailed within the Design Parameters Document [REP3-014], the Applicant has set out the requirement for a 30m working width for all 132kV cable corridors which is applicable to this case, the actual width of the cable will be limited to a maximum of 2m.<br><br>The Applicant confirms that a voluntary easement between the parties is the preferred agreement and negotiations are ongoing to resolve specific issues of concern. The working corridor, easement width and asset protection are all being discussed as part of the negotiations. |
| **Conclusion**<br><br>The Applicant is using blanket guesswork to invent justifications for the silence of a wrongly identified utility company, rather than verifying the physical infrastructure on the ground. They cannot claim Route A-B is a safe or superior choice when their failure of | The Applicant has responded to all points above and maintains that ongoing voluntary easement negotiations are occurring between |

| | |
|---|---|
| diligent inquiry meant they did not even know what infrastructure was sitting in its path.<br><br>I request that the ExA reject the Applicant's justification for Route A-B and halt all compulsory acquisition requests on these plots until the Book of Reference is corrected and genuine negotiations begin. | |

**Table 9: Applicant's response to National Highways (NH)**

| Ref | NH's Comment | Applicant's Response |
|---|---|---|
| **1. Introduction** | | |
| 1.1 | This is the Deadline 5 submission of National Highways Limited ("NH") provided in respect of the application by RWE Renewables UK Solar and Storage Limited (the "Applicant") for a Development Consent Order ("DCO") for the Tween Bridge Solar Farm (the "Proposed Development"). | This is noted. |

| | | |
|---|---|---|
| 1.2 | Terms used in this submission have the same definition as set out in NH's Written Representation [REP1-067] unless otherwise defined. | This is noted. |
| 1.3 | This submission has been prepared to respond to the Justification for the Applicant's Preferred Protective Provisions [REP4-064] submitted by the Applicant at Deadline 4. | This is noted and the Applicant's responses are set out below. |
| 1.4 | In particular, NH has provided its response to Section 2 (which sets out the Applicant's position in respect of so-called "veto" provisions proposed by various statutory undertakers in their draft protective provisions, including NH) and Table 5 (which sets out the Applicant's position in respect of the NH PPs specifically) of that document. | This is noted and the Applicant's responses are set out below. |
| 1.5 | In view of the brevity of this document, a summary has not been provided. | This is noted. |
| **2. NH Response to Section 2: "A "veto" mechanism for exercising the CA powers"** | | |

| | | |
|---|---|---|
| 2.1 | NH rejects the Applicant's assertion that the so-called "veto" provisions are not necessary or justified for the protection of NH's interests and undertaking. In essence, the provisions of paragraph 7(2) of the NH PPs are required in order to ensure that NH is aware of the progress of the specified works affecting the SRN and NH's undertaking, the scope of those operations, the potential impact to road users and to ensure that compulsory acquisition is managed appropriately and proportionately – if it is required at all. It is worth noting that on 9 December 2025, NH contacted the Applicant to enquire whether they would be attempting voluntary negotiation of land/rights, as no prior attempt to negotiate with NH had been made by the Applicant. The Applicant only then sent Heads of Terms to NH. Accordingly, it cannot be said that NH is unwilling to engage in voluntary negotiation such that powers of compulsory acquisition are necessary, when NH has not only been willing to engage in voluntary negotiations from the beginning, but actually initiated those discussions. | The Applicant's response to NH's request for a veto provision under paragraph 7(2) of its preferred protective provisions is set out in detail in section 3 of **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**.<br><br>NH claims "the provisions of paragraph 7(2) … are required in order to ensure that NH is aware of the progress of the specified works affecting the SRN and NH's undertaking, the scope of those operations, the potential impact to road users…" The ExA should be in no doubt that each of these claimed objectives is fulfilled by other clauses of the protective provisions, none of which involve a veto on the Applicant's ability to exercise Order powers. Specifically:<br><br>• Provision ensuring that NH is aware of the progress of the specified works affecting the SRN and NH's undertaking is addressed by paragraph 92 (construction of the specified works) of Schedule 14, Part 7 of |

| | | |
|---|---|---|
| | | the **draft DCO [Document Reference 3.1 Revision 9]**.<br><br>• Provision ensuring that NH is aware of the scope of those operations is addressed by paragraph 91 (prior approvals and security) of Schedule 14, Part 7 of the draft DCO.<br><br>• Provision ensuring that NH is aware of the potential impact to road users is also addressed by paragraph 91 (prior approvals and security) of Schedule 14, Part 7 of the draft DCO. It should be noted in this context that the only direct interface with the strategic road network concerns a cable crossing of the M180, which would be installed by horizontal directional drilling. Accordingly, no impact to road users is anticipated as a result of the construction of the Scheme.<br><br>In relation to land negotiations, the Applicant continues to engage with NH with a view to |

| | | |
|---|---|---|
| | | reaching agreement on Heads of Terms. The Applicant is committed to continuing these discussions but there is no guarantee that an agreement will be reached and this fact underscores the importance of ensuring that the Applicant's ability to exercise compulsory acquisition powers over land in which NH has an interest is not subject to additional restrictions which conflict with guidance The Applicant understands that NH has recently appointed agents to act on its behalf as regards the negotiation of the acquisition of these rights by agreement and the Applicant looks forward to engaging substantively with NH's agent in that regard.<br><br>It is also worth noting that the terms of the veto provision sought by NH extend beyond the exercise of compulsory acquisition powers over land in which NH has an interest. NH is seeking a provision the effect of which would be to require its consent to be obtained prior to the exercise of substantially all of the provisions of the DCO |

| | | |
|---|---|---|
| | | insofar as they apply to land in which NH has an interest. No justification has been provided for such a blanket provision, which is significantly greater in reach than that sought by a number of other statutory undertakers (and opposed by the Applicant), nor has NH explained why its interest in the SRN would not be afforded sufficient protection in the absence of such a provision, having regard to the extensive protections that are already in place under the remainder of the protective provisions for NH's benefit. |
| 2.2 | The Applicant refers, at paragraphs 2.11 to 2.12, to the previous 2024 MHCLG guidance "Planning Act 2008: Content of a Development Consent Order required for Nationally Significant Infrastructure Projects" (the "2024 Guidance").1 The 2024 Guidance was withdrawn on 24 July 2026, shortly after Deadline 4. The 2024 Guidance's webpage directs the reader to the replacement MHCLG guidance "Planning Act 2008: Guidance on preparing an application: Part 3 – Contents of a draft Development Consent Order" which was published on 3 July 2026 (the "2026 Guidance"). | This is noted and the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]** includes an appropriate reference to the 2026 guidance. |

| | | |
|---|---|---|
| 2.3 | NH notes that the Applicant refers to both the 2024 Guidance and the 2026 Guidance in the Justification for the Applicant's Preferred Protective Provisions [REP4-064]. However, the two pieces of guidance address the matter of so-called "veto" provisions quite differently. | The Applicant notes this comment and a substantive response is provided below. |
| 2.4 | NH considers the relevant parts of each of the 2024 Guidance and the 2026 Guidance below. | The Applicant's responses are set out below. |
| *The 2024 Guidance* | | |
| 2.5 | The extract to which the Applicant refers, and relies upon, within the 2024 Guidance is paragraph 12, which states "They [protective provisions] should also not simply negate other provisions of the DCO, particularly concerning proposed compulsory acquisition of statutory undertakers' land." | The Applicant's response is set out at ref 2.6 below. |
| 2.6 | This statement no longer appears in the 2026 Guidance. NH would therefore submit that any reliance placed by the Applicant on this specific wording within paragraph 12 of the | There is no substance in this point. The 2026 guidance provides as follows at paragraph 4.25:<br><br>"Furthermore, [protective provisions] should not simply negate the principal provisions of the DCO |

| | | |
|---|---|---|
| | 2024 Guidance should be disregarded, on the basis that it is now obsolete. | and thereby become an impediment to implementation of the project".<br><br>Therefore, it is clear that the 2026 guidance does in fact take exception to the imposition through protective provisions of clauses which negate the principal provisions of the DCO. Although para 12 of the 2024 guidance specifically included the words "particularly concerning proposed compulsory acquisition of statutory undertakers' land" in contextualising the reference to provisions which negate the principal provisions of the DCO, the provisions targeted by para 4.25 of the 2026 guidance are capable of including those which relate to the compulsory acquisition of statutory undertakers' land and this is clear on any reasonable understanding of para 4.26 of the 2016 guidance. |
| 2.7 | This is notwithstanding NH's position that, even if the 2024 Guidance remained in force, the Applicant's interpretation of paragraph 12 is overly simplistic and incorrect. | NH's position is noted but the Applicant does not consider that NH is correct. |

| | | |
|---|---|---|
| 2.8 | The Applicant's view expressed in section 2 of the Justification for the Applicant's Preferred Protective Provisions [REP4-064] is that the "veto" provisions represent the "effective disapplication of powers within the DCO" (paragraph 2.12). The Applicant also advises that it "does not accept the position which some statutory undertakers have adopted, namely because the power may not be exercised unreasonably/without delay, it does not negate the provisions of the DCO" (paragraph 2.14). | This accurately reflects the Applicant's position. |
| 2.9 | Taking the NH PPs specifically, paragraph 7(2) does not represent an effective disapplication of powers secured under the DCO. Paragraph 7(2) defers the exercise of certain powers under the DCO, specifically in respect of the SRN and NH-owned land, until NH's consent has been obtained. Paragraph 7(4) provides the necessary context to the purpose of this provision, setting out that NH's consent must not be unreasonably withheld and may be subject to any conditions NH considers necessary. | NH's interpretation of paragraph 7(2) is noted but the Applicant considers it is fair to characterise the provision as an effective disapplication of powers; if NH withheld its consent under paragraph 7(2), the Applicant would not be authorised to exercise its powers under the DCO, i.e., those powers would be disapplied. |
| 2.10 | That is, paragraph 7(2) is intended to regulate the exercise of powers under the DCO which could impact the SRN and/or | This is noted but as the Applicant has explained at length, NH's position is adequately protected |

| | | |
|---|---|---|
| | NH's undertaking, through ensuring that NH has visibility on the exercise of those powers, and has the opportunity to impose reasonable conditions which ensure the safeguarding of its undertaking. | elsewhere by the protective provisions for its benefit, without the need to impose a blanket veto provision on the exercise of DCO powers, contrary to guidance. |
| 2.11 | It is not intended as a mechanism to allow NH to block, or "veto", exercise of powers held under a DCO, and therefore delivery of the project to which those powers relate. NH has no desire to stymy development, and is legally obligated to cooperate with third parties exercising planning or highway functions, which includes the Applicant in relation to the Proposed Development. | This is noted but the point remains that consent could be withheld or delayed, thus potentially frustrating the delivery of this nationally significant infrastructure project. This risk can be offset by removing the veto and doing so would not prejudice NH, who will continue to have the benefit of extensive protection under the protective provisions set out in Schedule 14, Part 7 of the **draft DCO [Document Reference 3.1 Revision 9]**. |
| 2.12 | NH is not a private developer. It is a publicly owned Strategic Highway Authority. The notion that NH would veto the Applicant's powers unreasonably is a fundamental misunderstanding of NH's statutory role in the development process. | This is noted but not germane to the concern that NH's consent to the exercise of DCO powers could be withheld or delayed if the veto provision which it seeks is retained. This is not justified given the extensive protections afforded by the protective provisions for NH's benefit, which are |

| | | |
|---|---|---|
| | | reasonable and proportionate to the Scheme and the interfaces with the strategic road network under consideration. |
| 2.13 | As such, NH would submit that the position is much more nuanced than that presented by the Applicant. It is clear that the NH PPs do not "simply negate" DCO provisions in relation to compulsory acquisition of NH's land (as per the wording of the 2024 Guidance). Rather, they put in place a framework of controls around those provisions, which ensures that NH is afforded an appropriate level of oversight and input in relation to activities which could interfere with its statutory undertaking. This is very different. | The Applicant's comments above apply here. The position is not as nuanced or complex as NH suggest. The veto provision which the Applicant objects to would, if consent was withheld by NH, prevent the exercise of DCO powers in relation to land in which NH has an interest.<br><br>The Applicant does not consider that NH or any other statutory undertaker has provided a compelling case for seeking to impose such a provision, which clearly operates to negate the principal DCO powers contrary to guidance.<br><br>NH benefits from a range of provisions protecting its interest in the Strategic Road Network. There is no justification for imposing an additional blanket veto provision over and above those extensive protections. |

| | | |
|---|---|---|
| 2.14 | It is also worth noting that paragraph 7(2) of the NH PPs relates to various articles of the DCO, not just those relating to compulsory acquisition, again with the simple intention of ensuring that NH has the opportunity to safeguard its interests as the Proposed Development comes forward. The Applicant appears to have particular concerns regarding any qualification of its compulsory acquisition powers, but has failed to explain why the application of paragraph 7(2) to other aspects of the DCO is not considered appropriate or proportionate. | The Applicant agrees that this is the effect of NH's proposed paragraph 7(2) and objects to all aspects of the provision. It is not considered appropriate for NH to insist upon a provision which would require its consent to be obtained before any DCO powers can be exercised in relation to land in which NH has an interest, given that NH's position is protected by the extensive and strict protections afforded elsewhere by the protective provisions for NH's benefit. In particular, all proposed works that interact with the SRN would need to be approved by NH and NH would be authorised to oversee their implementation. This will ensure that NH's interests in the safe and efficient management of the SRN are safeguarded. |
| 2.15 | The Applicant's position is that restrictions on exercise of compulsory acquisition powers are not justified because "the protective provisions proposed by the Applicant already provide, in each case, a comprehensive suite of protections for the benefit of each of the statutory undertakers | NH has quoted selectively from the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**. Nevertheless, the Applicant has identified in this table a number of the protections which |

| | | |
|---|---|---|
| | concerned. Those protections ensure that statutory undertakers' apparatus and interests cannot be adversely affected as a consequence of the exercise of CA powers without appropriate safeguards, controls and remedies" (paragraphs 2.3 to 2.4 of the Justification for the Applicant's Preferred Protective Provisions [REP4-064]). However, the Applicant has failed to point to any specific provision within its proposed protective provisions for NH which it considers serves those purposes. Quoting from the Exolum Pipeline System Limited protective provisions and suggesting that "analogous" provisions apply across a suite of statutory undertakers carrying out very different specialist functions is not sufficient. | apply specifically to NH (see e.g., response to ref 2.1). NH is avoiding the more pertinent question – why is paragraph 7(2) of its preferred protective provisions (i.e., the veto provision) necessary given that NH will already have the ability to control the nature, scope and implementation of works which relate to land in which it has an interest? The Applicant does not consider that there is any such justification. |
| *The 2026 Guidance* | | |
| 2.16 | Paragraphs 2.17 to 2.18 of the Justification for the Applicant's Preferred Protective Provisions [REP4-064] go on to consider the 2026 Guidance. The 2026 Guidance provides, at paragraphs 4.25 to 4.26 (emphasis added): | These references to paragraphs of the 2026 guidance are noted. The Applicant's response to NH's comments on these paragraphs are provided below. |

| | | |
|---|---|---|
| | "4.25 Applicants should therefore aim to agree the form of protective provisions with the relevant parties for inclusion in the draft DCO prior to submitting the application for development consent. Most statutory undertakers have now developed their own preferred form of protective provisions which is very helpful to the preparation of the draft DCO. However, these must be adapted as necessary, so they accurately reflect the proposed development. Furthermore, they should not simply negate the principal provisions of the DCO and thereby become an impediment to implementation of the project, for example by conferring unfettered plan approval procedures at detailed design stage that could be operated by the statutory undertaker to frustrate delivery of the project.<br><br>4.26 However, provisions exempting land belonging to a statutory undertaker from broad compulsory acquisition provisions within the draft DCO, for example to avoid engaging the additional requirements in section 127 of the Planning Act, may be acceptable if the applicant can demonstrate that the necessary land interests and rights | |

| | | |
|---|---|---|
| | have been, or will be, obtained by agreement with the statutory undertaker concerned." | |
| 2.17 | NH would first note that no effort was made on the part of the Applicant to agree the form of the NH protective provisions included in the draft DCO prior to submission of the Application, in accordance with paragraph 4.25. Had the Applicant sought to engage with NH ahead of submission, many of the objections raised by NH in respect of the Application could have been resolved prior to submission. This is demonstrated by the fact that the Applicant has, following engagement with NH, agreed to remove plots 10/21 and 11/25 from the scope of compulsory acquisition / works powers under the DCO. | The Applicant did include protective provisions for the protection of NH in the draft DCO submitted with the DCO application **[APP-016]**. These provisions are precedented, and the Applicant notes that similar approaches were taken in the protective provisions for NH's benefit contained in the HyNet Carbon Dioxide Pipeline Order 2024 and the Southampton to London Pipeline Development Consent Order 2020, both of which involved similar interfaces with NH assets to those proposed by this Scheme. Having regard to those precedents, the Applicant adopted the reasonable view that they would be appropriate for inclusion in this case, and were selected on the basis of the similarly limited interface between the Scheme and the Strategic Road Network (SRN) in this case.<br><br>NH has since insisted upon a different form of protective provisions, which the Applicant has |

| | | |
|---|---|---|
| | | always regarded to be unjustified in a number of respects given the limited interface between the Scheme and the SRN. Notwithstanding, the Applicant has worked with NH's legal representatives and this has resulted in a substantial narrowing of the issues of disagreement between the parties. It is not unusual for issues to be discussed and resolved during the course of a DCO examination. In this regard, NH's reference to the evolution in position regarding plots 10/21 and 11/25 only serves to underscore the degree to which the Applicant has sought to work collaboratively with NH to resolve matters. |
| 2.18 | Paragraph 4.25 sets out a revised position to that set out in paragraph 12 of the 2024 Guidance, that protective provisions should not "simply negate the principal provisions of the DCO" and as a result become "an impediment to implementation of the project". NH maintains that the NH PPs do not fall within the scope of this paragraph for the reasons set out in paragraphs 2.7 to 2.13 above. | The Applicant notes that this is NH's position but takes a different view on the extent to which the veto provision insisted upon by NH operates so as to negate the principal provisions of the DCO. The Applicant's view is that the provision clearly does offend the principle that protective |

| | | |
|---|---|---|
| | | provisions should not simply negate the principal provisions of the DCO. |
| 2.19 | Paragraph 4.26, in direct contrast to the 2024 Guidance, goes on to confirm that provisions exempting statutory undertaker land from "broad compulsory acquisition provisions" in the DCO "may be acceptable". The 2026 Guidance refers to the specific example of where voluntary agreement has or will be reached. NH is continuing to engage with the Applicant in respect of a voluntary agreement for the necessary land rights and sees no reason why agreement cannot be reached in due course. | The Applicant is working to reach a private agreement with NH but despite extensive efforts to date, the parties are still to agree heads of terms for land rights which the Applicant is seeking. Plainly, in these circumstances, at this stage in the examination the Applicant is unable to demonstrate that the necessary land interests and rights have been, or will be, obtained by agreement with NH for the purposes of paragraph 4.26 of the 2026 guidance. It follows from the terms of paragraph 4.26 that it would not in the ordinary course be acceptable to exempt land belonging to NH from compulsory acquisition provisions. This is consistent with the approach the Applicant is proposing and which NH objects to.<br><br>For completeness, the Applicant has set out in the **Justification for the Applicant's Preferred Protective Provisions [Document Reference** |

| | | |
|---|---|---|
| | | **8.23 Revision 3]** its case with regards to the application of the tests in sections 127 and 138 of the Planning Act 2008, insofar as those provisions apply to land in which NH has an interest. |
| 2.20 | It is NH's view that the 2026 Guidance reflects a position that is consistent with the NH PPs. Even if the 2024 Guidance remained in force, there is no clear restriction in that guidance against the specific provisions contained within the NH PPs. | For the reasons stated, the Applicant does not agree. The veto provision insisted upon by NH is plainly in conflict with paragraphs 4.25-4.26 of the 2026 guidance and the Applicant opposes its inclusion. |
| *The Nuclear Regulatory Review 2025* | | |
| 2.21 | In relation to paragraph 2.19 of the Justification for the Applicant's Preferred Protective Provisions [REP4-064], the Applicant points to the Nuclear Regulatory Review 2025 report led by John Fingleton (the "Fingleton Review") as evidence that Model Provisions "should be reinstated to help solve common problems occurring in the consenting of NSIPs including incorporating acceptable protective provisions for statutory undertakers which do not, in accordance with | This is noted and the Applicant's responses to NH's specific observations are set out below. |

| | | |
|---|---|---|
| | government guidance, negate other provisions of the DCO" (emphasis added). | |
| 2.22 | The clear emphasis in the Fingleton Review is for Model Provisions to establish a series of protective provisions which "are acceptable for the statutory undertakers concerned".4 This position was endorsed by Government. As the statutory Strategic Highway Authority licensed and responsible for the management of the SRN, it would ultimately be for NH to set the requirements of those Model Provisions and to inform developers what would be acceptable in terms of regulating development on or adjacent to its undertaking. That is precisely what the NH PPs seek to do. | The precise wording of Recommendation 28(f) of the Fingleton Review is as follows:<br><br>"MHCLG should legislate to reinstate the Model Provisions. These Model Provisions, in addition to standard provisions, should include … (f) acceptable protective provisions for statutory undertakers which do not, in accordance with government guidance, negate other provisions of the Development Consent Order (DCO)".<br><br>First, whilst NH will clearly have an important role in developing any model protective provisions, it is not correct for NH to say that "it would ultimately be for NH to set the requirements of these Model Provisions" when the clear intention is that it would be for MHCLG to bring forward the associated legislation. Therefore, it would ultimately be for the Government to set the requirements, having regard to the views of all |

| | | |
|---|---|---|
| | | relevant stakeholders, including those of developers.<br><br>Second, the recommendation is for Model Provisions that would be "acceptable in terms of regulating development". This is subtly but crucially different to provisions which would be acceptable to the statutory undertaker concerned.<br><br>Third, the recommendation clearly advises against the inclusion of provisions which negate the principal provisions of the DCO. In the Applicant's view, the veto provision on the exercise of DCO powers which NH is insisting upon is one which would offend recommendation 29(f) of the Fingleton Review. |
| 2.23 | We have established above that the NH PPs do not negate provisions of the DCO – they establish a series of proportionate controls around them to counter the imposition of wide and uncontrolled powers secured under a DCO in circumstances where no consultation on the drafting | This is not accepted, for the reasons which the Applicant has given previously in this table. |

| | | |
|---|---|---|
| | of the powers sought, or the impacts of that drafting, was carried out with NH directly. | |
| 2.24 | The Fingleton Review states that many of the problems of the current consenting system stem from Examining Authorities treating every project as if it were entirely novel.5 It goes on to recommend Model Provisions to avoid protracted negotiations with statutory undertakers. That position is fully endorsed by NH. The reason why we are in the current position is precisely because the Applicant is refusing to agree to the Model Provisions which NH have prepared, agreed with numerous energy developers and had endorsed by the Secretary of State on numerous other made Orders. The reason for the protracted negotiation in this case is precisely because the Applicant is choosing to treat its own project as unique from those which have gone before it, to justify the need for bespoke provisions. NH's position is clear – that need is simply not made out. | The Applicant takes a different view on the cause of the protracted negotiations in this case. NH has until recently sought to insist upon a set of protective provisions which are simply inappropriate to the Scheme and the very limited nature of the interface with the strategic road network (a single trenchless crossing of the M180).<br><br>The Applicant is pleased to note that there has been a narrowing of the issues through productive negotiations with NH's advisers, and this only serves to show that there has in this case been a need to adapt NH's provisions so that they are appropriate and proportionate to the specific application under consideration.<br><br>Furthermore, a review of the 2009 Model Provisions clearly shows that there was optionality drafted into a number of the model |

| | | |
|---|---|---|
| | | provisions. In the Applicant's view, it would be logical to assume that model protective provisions, if adopted, will also accommodate some flexibility and optionality to reflect the range of projects that might come forward and the varying nature of the interface with statutory undertaker assets that might be involved. NH's case seems to be based on the idea that a one size fits all approach should be adopted for every project. If that is right, the Applicant considers that NH is misguided in this view.<br><br>It should also be noted that whilst NH seeks to characterise its preferred protective provisions as the "Model Provisions", a review of earlier precedents indicates that far from reflecting a picture of uniformity, there is in fact a great deal of variation in the protective provisions in favour of NH across recently consented DCOs.<br><br>By way of example, the protective provisions contained in the North Falls Offshore Wind Farm Order 2026 and the Five Estuaries Offshore |

| | | |
|---|---|---|
| | | Wind Farm Order 2025 differ materially from the "Model Provisions" advanced by NH. In particular, those Orders distinguish between "cable works", comprising trenchless cable installation works beneath the SRN, and "SRN works", involving substantive works to or alterations of the SRN itself. A number of the key controls and financial obligation apply only to the latter category of works. This reflects a recognition that the level of protection required should reflect the nature of the works and the actual interface with the SRN.<br><br>The works proposed in respect of this Scheme which interface with the SRN would fall within the definition of "cable works" in those Orders, given that they involve a trenchless cable crossing beneath the SRN with no substantive alteration to the highway network itself.<br><br>The Protective Provisions for NH's benefit included in the Hynet Carbon Dioxide Pipeline |

| | | |
|---|---|---|
| | | Order 2024 also differ substantially from the "Model Provisions".<br><br>The Applicant therefore considers it entirely appropriate to seek a more proportionate set of protections that reflect the limited extent of the interface with the SRN. Recent DCO precedent demonstrates that such an approach is both well-established and consistent with the principle that protective provisions should be tailored to the particular circumstances of the Scheme, rather than applied on a uniform basis. |
| *Precedent for the "veto" provisions* | | |
| 2.25 | Finally, NH would note that there is extensive precedent for provisions of the type sought in paragraph 7(2) of the NH PPs across various made DCOs, regulating the exercise of compulsory acquisition and/or other powers secured in the DCO, including (but not limited to): | The Applicant accepts that there is precedent for the inclusion of provisions of the type sought by NH in paragraph 7(2) of its preferred protective provisions, it notes that these provisions were not included in the protective provisions for NH's benefit in the following recent DCO's: |

| | | |
|---|---|---|
| | 2.25.1 The Gatwick Airport (Northern Runway Project) Development Consent Order 2025;<br><br>2.25.2 The Viking CCS Carbon Dioxide Pipeline Order 2025;<br><br>2.25.3 The Sunnica Energy Farm Order 2024;<br><br>2.25.4 The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024;<br><br>2.25.5 The National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order 2024;<br><br>2.25.6 The Medworth Energy from Waste Combined Heat and Power Facility Order 2024; and<br><br>2.25.7 The Drax Power Station Bioenergy with Carbon Capture and Storage Extension Order 2024. | 3. HyNet Carbon Dioxide Pipeline Order 2024;<br><br>4. North Falls Offshore Wind Farm Order 2026;<br><br>5. Five Estuaries Offshore Wind Farm Order 2025.<br><br>In any event, the Applicant does not consider that NH's continued insistence on the same is sustainable having regard to the 2026 guidance and the recommendations of the Fingleton Review, which were endorsed in full by the Prime Minister in December 2025. |
| **6. NH Response to Table 5: "Status of Protective Provisions for the benefit of National Highways"** | | |
| 3.1 | The table below provides a line-by-line response to the Applicant's position set out in Table 5, together with justification as to why the NH PPs are considered appropriate | The Applicant has provided a response to each point below. |

| | | |
|---|---|---|
| | for the Proposed Development (noting that detailed justification for each provision of the NH PPs is already set out at paragraph 10.2 of NH's Written Representation [REP1-067]): | |
| 3.1 | ***Provision in dispute:*** Definitions of "as built information" and "detailed design information"<br><br>***NH's position*:** The definitions of "as built information" and "detailed design information" set out the relevant information which may be required by NH in order to certify satisfactory practical completion and approve commencement respectively of works which may affect the SRN. The items provided in these two definitions have been compiled by NH engineers to be as comprehensive as possible in respect of the matters which may be relevant to such works.<br><br>NH notes that in both cases, the list is not prescriptive, with "as built information" being required "where National Highways deems necessary" and "detailed design information" being caveated "as are relevant to the specified works". As such, any matters which are not necessary or | The Applicant is pleased to note that agreement has been reached with NH on the wording to be included within the definition of "as built information".<br><br>With respect to the definition of "detailed design information", whilst positive progress has been made in narrowing the points of disagreement, the Applicant remains of the view that certain aspects of the definition extend beyond what is reasonably required having regard to the nature and scope of the proposed works, which do not involve any works to the surface of the SRN.<br><br>Whilst the Applicant accepts that the definition only requires information to be provided insofar as it is "relevant" to the specified works, it considers that the categories of information |

| | | |
|---|---|---|
| | relevant to the particular works proposed in respect of the Proposed Development would not be required by NH.<br><br>Given that the Proposed Development will be consented (if approved) in outline form, it is NH's strong preference for these definitions to be as comprehensive as possible, to avoid misunderstandings or omissions at a later date, whilst retaining flexibility to waive requirements where not proportionate to the works proposed. | capable of being requested should themselves broadly reflect the nature of the works actually proposed.<br><br>The Applicant further notes that the definition includes a broad "catch-all" provision enabling NH to request "other such information that may be reasonably required by National Highways to inform the detailed design of the specified works". This is sufficient to ensure that NH can request additional information where reasonably necessary, should it prove necessary at a later date. |
| 3.1 | **Provision of dispute**: "Veto" over compulsory acquisition powers<br><br>**NH's position**: NH refers to its position set out in section 2 above. | The Applicant has provided detailed responses to NH's comments at section 2 above. Refer also section 2 of the **Justification for the Applicant's** |

| | | |
|---|---|---|
| | | **Preferred Protective Provisions [Document Reference 8.23 Revision 3]**. |
| 3.1 | **Provision of dispute**: The need for a provisional and final certification process, with defects period<br><br>**NH's position**: Of critical importance in understanding the need for this provision in the present case is the proposed breadth of the power sought by the Applicant over the SRN. The Applicant is proposing to route a cable under the SRN at plot 9/24. This is captured by Work No 2 of Schedule 1 of the DCO. Work No 2 includes:<br><br>(a) Works to lay electrical cables and temporary construction laydown areas for electrical cables at various locations;<br><br>(b) Fencing, gates, boundary treatment and other means of enclosure;<br><br>(c) (c) Improvement, maintenance and use of existing private tracks; | With regard to the definition of Work No. 2, it is simply not correct to suggest that, if made, the DCO would provide the Applicant with an unrestricted power to carry out Work No. 2 on the SRN. Such a characterisation fails to recognise the extensive controls afforded to NH through the protective provisions for its benefit, which provide NH with significant oversight of the design, construction and certification of the works beneath the SRN.<br><br>Turning to the works certification process itself, the Applicant can accept the principle of a provisional and final works certification regime. However, it considers that a number of amendments to that regime are necessary. In particular, the Applicant considers that the provisional and final certification process applicable to cabling works in the protective provisions for NH's benefit in the North Falls |

| | | |
|---|---|---|
| | (d) Laying down of internal access tracks, ramps, means of access, footpaths, permissive paths, crossing of watercourses, and roads, including the laying and construction of drainage infrastructure, signage and information boards;<br><br>(e) Works for the provision of security and monitoring measures such as CCTV columns, lighting columns and lighting, cameras, weather stations, communication infrastructure and perimeter fencing; and<br><br>(f) Works required for crossing, moving, re-routing or over/undergrounding of existing utility assets (including water, gas, sewer pipes, electricity distribution/transmission cabling, telecommunications, etc).<br><br>There is no restriction on this power in either the DCO or the extent of what has been assessed within the Rochdale Envelope for the Proposed Development that would limit the extent of this power to just unground cabling. On that basis, if the DCO was granted with Work No 2 as proposed by the | Offshore Wind Farm Order 2026 and the Five Estuaries Offshore Wind Farm Order 2025 provides an appropriate and proportionate precedent for this Scheme.<br><br>Whilst those DCOs incorporated a two-stage certification process for cabling works, neither included a separate defects period. The Applicant is not aware of any precedent for the inclusion of a defects period within a certification regime applying solely to cabling works. In addition, the protective provisions already afford extensive protection to NH, including through requirements for condition surveys and obligations on the Applicant to make good any damage identified through the provisional and final condition survey process.<br><br>In the Applicant's view, the introduction of a separate defects period would duplicate protections that are already secured elsewhere in the protective provisions and would therefore impose an additional layer of process without |

| | | |
|---|---|---|
| | Applicant, there would conceivably exist at that point, an unrestricted power to carry out Work No 2 on the SRN as described above. Those works could include more than underground cabling. In such circumstances, those works would need to be controlled in the same manner as any other development taking place on the SRN – which would require the works to be certified by NH.<br><br>Assuming that Work No 2 only included underground cabling, the need for certification of work would still extend to works beneath the SRN, on the basis that such works are capable of affecting the structural integrity of, and/or apparatus lying beneath, the surface of the highway. It is critical to the safe and efficient operation of the SRN that works are signed off by NH engineers as safe, through issue of the provisional certificate and final certificate. Even if Work No 2 did not extend as widely as it currently does and was limited to underground cabling, this is precisely why these provisions are wholly proportionate in the present case, and NH rejects the Applicant's suggestion that they are not. The Applicant could expect to accept similar | delivering any corresponding benefit. The Applicant also considers that such an approach would be disproportionate having regard to the nature and scope of the proposed works, which are limited to cabling works beneath, rather than to, the surface of the SRN. |

| | | |
|---|---|---|
| | obligations when undertaking such works in a non-DCO context (for example under a section 278 agreement).<br><br>The provisional / final certificate mechanism also operates for the benefit of the Applicant, as issue of the provisional certificate has the effect of reducing the bond sum to 20%, before full release of the bond on issue of the final certificate (see further below in respect of bond requirements).<br><br>Where specified works include horizontal directional drilling, as is the case here, as part of the approval of works and prior to commencement, a condition survey of the highway is required. A final condition survey is required on completion of the horizontal directional drilling works, to identify any settlement of the carriageway in accordance with the threshold levels set out in technical standard DMRB CD622. If any settlement beyond tolerance is identified, this would pose a safety risk to road users, as part of the carriageway would have collapsed to unsafe levels. NH would require this defect to be remedied. Similarly, where NH's network is damaged by works carried out pursuant to the DCO, it is for the Applicant to remedy that damage. This | |

| | | |
|---|---|---|
| | is the reasonable justification for inclusion of a 12-month defects period within the NH PPs. It is not for NH to bear this risk. | |
| 3.1 | **Provision of dispute**: The need for the provision of a security bond<br><br>**NH's position**: Again, it is not for NH to bear the risk of the Applicant failing to complete, or complete to the necessary standard, works which may affect the SRN, and the requirement for security is wholly standard under, for example, a section 278 agreement. Noting that Work No 2 is drafted very broadly and extends to far more than just cabling beneath the SRN, NH should not be afforded any reduced standard of protection from liability for a developer's acts or omissions simply by virtue of the relevant development being consented under the Planning Act 2008 regime. It is also noted that the bond sum is calculated with reference to the actual cost of the works to be completed by the Applicant, so is inherently proportionate to the specific works being carried out. | The Applicant agrees with the principle that NH should not bear the risk of the Applicant failing to complete, or failing to complete to the requisite standard, works that may affect the SRN.<br><br>However, the protective provisions currently under negotiation already contain extensive financial safeguards in NH's favour, including comprehensive indemnity provisions, obligations requiring the Applicant to remedy any damage identified through the condition survey process at its own cost (or to reimburse NH for the costs of doing so where the Applicant fails to undertake the remedial works itself), and substantial insurance requirements.<br><br>The Applicant further notes that, in the protective provisions benefiting NH contained in the North Falls Offshore Wind Farm Order 2026 and the |

| | | |
|---|---|---|
| | | Five Estuaries Offshore Wind Farm Order 2025, the requirement to provide a security bond did not apply to "cable works". As noted elsewhere in this Table, the works proposed beneath the SRN as part of the Scheme would fall within the definition of "cable works" in those Orders.<br><br>In those circumstances, the Applicant does not consider it has been demonstrated that a security bond is reasonably necessary to protect NH's interests in this case. The combination of indemnity, remediation and insurance obligations already provides NH with substantial protection against the risks NH identifies. Further, recent DCO precedent demonstrates that, for analogous trenchless cable crossings beneath the SRN, a security bond has not been regarded as necessary.<br><br>The Applicant therefore considers that the inclusion of a bond requirement would be disproportionate in light of both the limited nature of the proposed works and the extensive |

| | | |
|---|---|---|
| | | financial safeguards already contained within the protective provisions. |
| **7. Conclusions** | | |
| 4.1 | In light of the above, NH does not consider that the Applicant has provided sufficient justification for deviation from the NH PPs, particularly in respect of the so-called "veto" provisions. The Applicant's position relies on an overly simplistic interpretation of the superseded 2024 Guidance and the NH PPs, and also places reliance on the 2026 Guidance which the Applicant itself has not followed (by failing to seek to secure agreement of the form of protective provisions ahead of submission of the Application). | The Applicant does not agree and has set out its position extensively in this table. |
| 4.2 | NH is concerned by the approach taken by the Applicant on this scheme and would urge a more proportionate and reasonable negotiation and willingness to understand the potential for impacts to NH's assets and statutory undertaking. In NH's view, the Applicant's overly legalistic and selective interpretation of precedent and guidance is not helping to resolve matters between the parties and is leading | The Applicant categorically disagrees. It is striking that NH urges a more proportionate approach yet has until recently insisted upon a set of protective provisions which are unsuitable for the specific interface with the strategic road network |

| | | |
|---|---|---|
| | to an unhelpful presentation of 'parallel realities' before the Examining Authority. NH will continue to defend its interests at every Examination deadline if necessary, which it considers will only lead to greater cost for the Applicant. | in this case, which is on any understanding minimal.<br><br>The Applicant has not been overly legalistic or selective in interpreting precedent and guidance. Rather, it simply takes a different view to NH on the correct interpretation of precedent and guidance, which the Applicant regards as being more closely aligned with emerging approaches given in particular the recommendations arising from the Fingleton Review.<br><br>Finally, NH's reference to costs highlights the difficult position in which the Applicant and other developers find themselves: either accept unsuitable and onerous provisions at a lower cost, in the short term at least, or challenge NH's position on reasonable grounds, yet face exposure to substantial costs for doing so, much of which could have been avoided had NH adopted a more proportionate approach at the outset. |

### Table 10: Applicant's response to Natural England (NE)

| Ref | NE's Comment | Applicant's Response |
|---|---|---|
| **The Applicant has responded to NE's comments in the Statement of Common Ground submitted at deadline 5 [ Document Reference 9.9 Revision 4].** | | |

### Table 11: Applicant's response to North Lincolnshire Council (NLC)

| Ref | NLC's Comment | Applicant's Response |
|---|---|---|
| **1. Introduction** | | |
| | This document comprises the Deadline 5 submissions North Lincolnshire Council (NLC/the Council) further to the Examination Timetable (Item 12). Comments are only provided where there is something to add, otherwise the Applicant's comments should be taken as 'noted'. Because of | The Applicant notes this comment. |

| | | |
|---|---|---|
| | the timing of Deadline 5 has coincided with the school summer holidays it has not been possible to fully review all the Deadline 4 submissions. Where necessary, further submissions will be submitted in advance of Deadline 6. | |
| | The Council will seek to continue to work proactively with the Applicant's to resolve outstanding issues. Any matters which cannot be agreed will be set out clearly in the Statement of Common Ground between NLC and the Applicant. | The Applicant notes and welcomes this comment. |
| **2.0 North Lincolnshire Council Comments on Responses to ExQ2** | | |
| | The Council's comments on specific answers provided by the Applicant contained in ExQ2 [REP4-062] are as follows:<br><br>**Q2.6.6 – Dirtness Pumping Station** – NLC notes the Applicant's changes to the arrangement of panels in parcel E5, which addresses the Council's concerns in this respect. | The Applicant notes and welcomes this comment. |
| | **Qs 2.6.5, Q2.6.10, Q2.6.11 - Archaeology** – NLC notes the additional information provided. This is a live issue which is subject of ongoing discussions between the Applicant, NLC | The Applicant notes this comment and confirms that their position on matters is also provided in the Statement of Common Ground between the |

| | | |
|---|---|---|
| | and CDC. NLCs current position is set out in the latest iteration of the Statement of Common Ground between NLC and the Applicant. Please see Table 3-2: Cultural Heritage and Archaeology Matters agreed, under discussion and not agreed between the parties. | Applicant and NLC [Document Reference 9.3 Revision 6]. |
| | **Q2.7.3 – Sequential Test** – NLC notes the Applicant's response and the additional information provided at Deadline 3. NLC welcomes the removal of the substation in its entirety from Flood Zone 3b (FZ3b). NLC remains concerned that part of the BESS infrastructure remains within functional floodplain and remains unconvinced that there is no possible viable option for the development to avoid FZ3b. | The Applicant notes the comment. The Applicant has outlined their position regarding the BESS infrastructure within the functional floodplain at Deadline 4 [REP4-062]. |
| | **Section 8 – Landscape and visual** – NLC notes the revisions to the ES in respect of landscape and visual matters and will respond as soon as possible once it has been able to fully review the updated ES Chapter 6. | The Applicant awaits a full response. |
| | **Q2.9.3 - Unexploded Ordinance (UXO) risk assessment** – The Council's comments on this are set out in its deadline 4 submission. Furthermore, the Council supports the | The Applicant updated the Outline Construction Environmental Management Plan [REP4-045] at Deadline 4 to confirm the mitigation measures |

| | | |
|---|---|---|
| | comments made by the Environment Agency explained at ISH2 and in its letter dated 30 June 2026 (Interested Party ref: F1C2DDF91). NLC agrees that an additional requirement is needed in relation to the management of the risk of contamination (including UXO), including securing the necessary contamination assessments before remediation works can take place. | set out within the UXO Risk Assessment [REP3-030] would be included in the final Construction Environmental Management Plan. Requirement 14 of the draft DCO [Document Reference 3.1 Revision 9] controls the need for this to be submitted for approval prior to the commencement of any phase of the scheme. The Applicant therefore does not consider is necessary for standalone specific requirement regarding the UXO. |
| | **Q2.10.3 – Point of connection** – NLC notes the Applicant's response which should be read in conjunction with paragraphs 4.1-4.11 of the Council's LIR [REP2-090], the comments in table 6 below, and the travelling draft Statement of Common Ground. | The Applicant notes this comment. |
| | **Q2.10.4 – Existing substation** – NLC notes the Applicant's response which should be read in conjunction with paragraphs 4.1-4.11 of the Council's LIR [REP2-090], the | The Applicant notes this comment. |

| | | | |
|---|---|---|---|
| | comments in table 6 below, and the travelling draft Statement of Common Ground. | | |

**Table 12: Applicant's response to North Lincolnshire Council Comments on responses to Local Impact Report [REP3 079]**

| Ref | NLC's Deadline 3 Comment | Applicant's Response | NLC Further Comments | Applicant's response |
|---|---|---|---|---|
| **Summary of the Council's oral submissions made at the hearings in w/c 22 June 2026** | | | | |
| NLC4 | ISH2 Item 4c – Cultural Heritage. The Council supports the comments made by South Yorkshire Archaeological Service (SYAS), speaking on behalf of City of Doncaster | The Applicant notes this comment. Please refer to Written Summary of Oral Submissions at the Issue Specific Hearing 2 [REP3-047] for further details summarised as | NLC notes the Applicant's commitment to seek to resolve this issue. | The Applicant met with the Archaeology Officers from NLC and SYAS on 15 July 2026 to discuss their positions following |

| | | | | |
|---|---|---|---|---|
| | Council, during ISH2. The Council welcomes the revised Geoarchaeological Assessment and zoning plans provided by the Applicant to the Council's Historic Environment Officer and SYAS, and the Council will seek to respond to these documents shortly. At this stage, the Council maintains its position that there are significant shortcomings in the assessment of the archaeological potential of the site which should be resolved before Development Consent is granted. | part of agenda Item 4c Cultural Heritage and also Written Summary of Oral Submissions at the Issue Specific Hearing 1 [REP1-046] for further details summarised as part of agenda Item 4c Cultural Heritage.<br><br>The Applicant notes the concerns raised and is committed to continuing engagement with the Archaeological Officer to seek agreement of areas of outstanding disagreement. However, the Applicant categorically rejects the suggestion that there are "significant | | review of the received documents.<br><br>It has been agreed that the key document to assist in reaching common ground is the Outline Archaeological Mitigation Strategy [Document Reference 6.3.8.6 Revision 4], in particular the zoning plans which form part of this document.<br><br>It was agreed between the Applicant and stakeholders that SYAS would take a lead on providing feedback on the zoning plans produced by the Applicant. Further |

| | | | | |
|---|---|---|---|---|
| | | shortcomings in the assessment of the archaeological potential of the site" and has set out its position in detail with respect to this matter during the course of the examination so far. | | meetings have been held with SYAS to further refine the zoning plans.<br><br>Following the discussions detailed above the Outline Archaeological Mitigation Strategy [Document Reference 6.3.8.6 Revision 4] has been revised and resubmitted at Deadline 6. |
| NLC6 | As has been the Council's position throughout, the applicant should have used more recent baseline landscape character assessment details than the character assessments used to inform the report | The Applicant confirms that the adopted landscape character assessments relied upon with ES Chapter 6 Landscape and Visual [Document Reference 6.3.6 Revision 4] remain | NLCs landscape advisers have not had the opportunity to fully review the update LVIA and make the following comments-<br><br>• The LVIA has been updated to include | The Applicant disagrees that effects upon landscape character have been under valued and underplayed. |

| | | | | |
|---|---|---|---|---|
| | (which are 20 and 27 years old). From an NLC perspective, this Includes the North Lincolnshire Landscape Character assessment, North Lincolnshire Council, JBA (2021) which forms part of the evidence base to the emerging local plan. These more contemporary documents should have been considered when informing the baseline studies for the assessment. The Council would therefore welcome a more Detailed assessment of the effect of the proposals on landscape character, informed by current | extant and have not been superseded. The Applicant however confirms that an update has been made to ES Chapter 6 Landscape and Visual [Document Reference 6.3.6 Revision 4] to reflect the Isle of Axholme and Hatfield Chase Landscape partnership Assessment (2014) and the North Lincolnshire Landscape Character Assessment (2021) and has been submitted as part of Deadline 4. | sections on the two more recent character assessments (as requested) and the value of the landscape outside national designations in accordance with TGN02 21. Nevertheless, it appears that the landscape character has been undervalued and underplayed in the LVIA.<br><br>• Within the LVIA, baseline information has been added and then a statement on the susceptibility, value and sensitivity for these additional | The Applicant awaits a full response. |

| | | | | |
|---|---|---|---|---|
| | available studies at a more detailed scale. | | character areas made. However, no explanation is included on how the conclusion on value, susceptibility and sensitivity has been made. All the character areas added have been given a medium value, medium susceptibility to the development and medium sensitivity.<br><br>• For example, Hatfield Chase Levels LCA (from the 2014 character assessment) is summed up in LVIA para 6.4.51 : 'Hatfield Chase Levels LCA is considered to be of medium sensitivity | |

| | | | | |
|---|---|---|---|---|
| | | | based on medium susceptibility and medium value'. The description prior to this statement, extracted from the LCA text, includes the bullet points – 'Important historic landscape', 'rare historical settlement pattern'; 'strongly geometric landscape, dominated by big skies with a marked sense of space'. It is hard to see how an area with that description would not be considered high value. Ot is also difficult to understand why it would not have a high susceptibility to this | |

| | | | | |
|---|---|---|---|---|
| | | | type of development when a large portion of the proposals lie within it. This would result in a high sensitivity.<br><br>• Again, The Trent Levels – flat Open Remote Farmland (in the NLC study) includes key characteristics including 'the landscape has been described as remote, although this now feels to have been eroded due to the significant vertical intrusion of the windfarm to the west of Medge Hill' – this demonstrates that the landscape is already under pressure and | |

| | | | | |
|---|---|---|---|---|
| | | | changing as a result of development, so a solar development would add to this pressure, meaning the landscape is highly susceptible (not medium).<br><br>• Thorne and Crowle Moors (2014 LCA) is described as 'internationally designated for their important raised bog habitats', 'one of the largest lowland raised bogs in Britain' , 'remote, peaceful and largely inaccessible' Yet is summed up in the LVIA to be medium value, medium | |

| | | | | |
|---|---|---|---|---|
| | | | susceptibility, medium sensitivity.<br><br>• Other character areas have been addressed in a similar manner with medium value, medium susceptibility and medium sensitivity being the default for all character area added.<br><br>• The assessment includes additional text on landscape value. From an initial review we would question how, for example, Factor 2 – Cultural heritage can be recorded as medium considering the historical land use associated with this | |

| | | | | |
|---|---|---|---|---|
| | | | area. The value assessment has been carried out on the order limits as a whole and since the character areas have been downplayed, it is no surprise the value of the whole area has been assessed as 'medium'. It goes on to give the whole site a susceptibility of 'medium' and sensitivity of 'medium'.<br><br>• Overall therefore, from this initial review of the amended document, it appears that the landscape character has been undervalued | |

| | | | | |
|---|---|---|---|---|
| | | | and underplayed in the LVIA. | |
| NLC9 | ISH3 Item 3b – Flood Risk In response to the ExAs questions about the need to locate substation and BESS infrastructure partly within Flood Zone 3b, the Council expressed its concerns from both a Planning policy perspective in the context of the sequential and exception tests, and in respect of the real-life potential impacts of doing so.<br><br>The Council's concerns in this respect are set out in more detail in its LIR and at | The Applicant notes this comment. Please refer to Written Summary of Oral Submissions at the Issue Specific Hearing 3 [REP3-048] for further details summarised as part of agenda Item 3b Flood Risk. The Applicant has confirmed as part of the Deadline 4 submissions that the siting of the onsite 132kv substation within Flood Zone 3b has been partially relocated to remove the extent within the Flood Zone 3b area. | The Design Evolution Document is noted. The document confirms that the application is predicated on an identified point of connection (POC) however that POC is not included as part of the application. | The Applicant notes this comment but does not consider that this is relevant to the matters under consideration in this row. |

| | | | | |
|---|---|---|---|---|
| | Appendix 1 below and are not repeated here. | The Applicant also reviewed whether the 100MW BESS could be similarly reconfigured. However, relocation of the BESS is constrained by the wind turbine topple zone associated with the existing Tween Bridge Wind Farm to the east and areas of peat. As a result, it has not been possible to relocate the 100MW BESS entirely outside Flood Zone 3b. Further Details can be seen within Design Evolution Document [Document Reference 8.22] which has been submitted at Deadline 4. | | |

| | | | | |
|---|---|---|---|---|
| NLC12 | SH3 Item 3c – Overall Planning Balance Whilst it is noted that residual impacts are unlikely to outweigh the urgent need for this type of infrastructure, without the baseline being properly identified and assessed, it is not possible for the Council to judge with any certainty that the likely significant negative effects of the development would be adequately avoided, reduced, mitigated or compensated for. | The ES contains a robust assessment of the baseline environment, informed by appropriate surveys, desk based research and consultation, as set out within the relevant technical chapters. The baseline conditions have been identified, assessed and used to inform both the Scheme design and the embedded and additional mitigation measures proposed. The Applicant therefore considers that sufficient information has been provided to enable a reasoned assessment of | The Applicant asserts that the ES properly identified and assessed baseline conditions, however it is noted that the Applicant has amended the ES to address the shortcomings identified by NLC and the ExA through written comments and during the hearing sessions, for example the absence of consideration of more recent landscape character assessments than referred to in the original ES. | The Applicant notes NLC's comment but does not accept that there have been "shortcomings" in the ES, nor any other deficiency in the information before the ExA which would affect a judgement on the overall planning balance for the Scheme being formed. The Applicant's comments at column 3 of this row apply.<br><br>ES Chapter 6 Landscape and Visual [REP4-021] has been updated at Deadline 4 to include summaries and assessments of the Isle |

| | | | | |
|---|---|---|---|---|
| | | the likely significant effects of the Scheme to be undertaken and to consider the effectiveness of the proposed mitigation. Against this backdrop, there is no force in NLC's submission that the baseline has not been properly identified and assessed and, in the Applicant's view, NLC's submissions on this matter are simply not evidenced and therefore sustainable. The Applicant further notes that a number of management plans are secured by requirement through the Draft DCO [Document Reference 3.1 | | of Axholme and Hatfield Chase Landscape Partnership Assessment (2014) and the North Lincolnshire Landscape Character Assessment 2021. |

| | | | | |
|---|---|---|---|---|
| | | Revision 7], which secure the mitigation commitments identified in the ES, ensuring the mitigation will be implemented, managed, monitored and maintained throughout the relevant phase of development. | | |
| **NLC's comments on responses to ExQ1** | | | | |
| NLC15 | Q8.0.5 NLC welcomes the additional consideration of construction effects upon visual receptors, however, the assessment is brief for each identified receptor relative to the likely scale of the construction works and lacks detail with regards to | This is not accepted; the assessment of Construction Effects is considered to be proportionate and the assessments have been made in line with the methodology. | NLC notes that it will be a matter for the Secretary of State as to whether this level of assessment is adequate. | The Applicant notes this comment. |

| | | | | |
|---|---|---|---|---|
| | what will be seen in terms of infrastructure and works Activities. The is also a lack of reasoning provided with regards to the outcomes that have been assessed for some of the receptors. | | | |
| NLC17 | Q8.0.11 ExAs questions in respect of the assessment of landscape and visual impacts. | ES Chapter 6 – Landscape and Visual [Document Reference 6.2.6 Revision 4] has been updated at Deadline 4 in regard to the landscape character assessment to account for the Isle of Axholme and Hatfield Chase Landscape Partnership Assessment (2014) and the North Lincolnshire Landscape Character | NLC notes this comment and will respond as soon as possible once it has been able to fully review the updated ES Chapter 6. | The Applicant notes the comment and awaits the full response. |

| | | | | |
|---|---|---|---|---|
| | | Assessment (2021). NLCs other concerns are responded to as paragraph 9.13 of the NLC LIR. | | |
| **The Council's response to deadline 2 submissions** | | | | |
| NLC22 | Environmental Statement Chapter 3: Site Description, Site Selection and Iterative Design Process (Tracked) (Rev 2) [REP2-020]: No additional detail has been added in relation to the landscape design proposals. The Council considers that the iterative design process carried out to develop the landscape proposals should be explained and | The Applicant does not agree that additional information is required in this regard. ES Chapter 3: Site Description, Site Selection and Iterative Design Process [REP2-020] explains the iterative design process undertaken and how consultation, environmental constraints and | NLC notes this comment and will respond as soon as possible once it has been able to fully review the updated ES Chapter 6. | This comment is noted and NLC's comments are awaited. |

| | | | | |
|---|---|---|---|---|
| | demonstrated to allow for a full appreciation of the proposals. | technical considerations informed the evolution of the Scheme. Detail of the landscape design proposals is set out through ES Chapter 6 – Landscape and Visual [Document Reference 6.2.6 Revision 4], ES Figure 6.4 Landscape and Visual Mitigation Strategy [Document Reference 6.4.6.4 Revision 5] and the Outline Landscape Ecological Management Plan [Document Reference 7.6 Revision 5]. | | |

| | | | | |
|---|---|---|---|---|
| NLC24 | Environmental Statement Chapter 6: Landscape and Visual (Tracked) (Rev 3) [REP2-034]: The Council notes that additional description has been added regarding the construction compounds; additional assessment has been included regarding the construction effects on visual receptors; significant Construction effects are now stated upon footpath and road users. It is also noted that there are no updates made to the landscape character assessment or to provide additional description re value and sensitivity. The Council consider the | ES Chapter 6 – Landscape and Visual [Document Reference 6.2.6 Revision 4] has been updated at Deadline 4 in regard to the landscape character assessment to account for the Isle of Axholme and Hatfield Chase Landscape Partnership Assessment (2014) and the North Lincolnshire Landscape Character Assessment (2021). Further detail of the assessment of landscape value and sensitivity has been added to the updated ES Chapter 6 – Landscape and Visual | NLC notes this comment and will respond as soon as possible once it has been able to fully review the updated ES Chapter 6. | This comment is noted and NLC's comments are awaited. |

| | | | | |
|---|---|---|---|---|
| | landscape character Assessment requires more detail with regards to baseline information, sensitivity descriptions, magnitude assessment and effects assessment for the reasons set out in the LIR. It is therefore not possible at this stage to Determine if the stated outcomes are accurate. NLC also considers that the visual assessment requires more detail with regards to magnitude assessment and effects assessment for the reasons set out in the LIR. Similarly, without more detail it is not possible to determine if the stated outcomes are accurate. | [Document Reference 6.2.6 Revision 4]. Visual receptors - The sensitivity (a combination of value and susceptibility) of visual receptors is determined and set out in the methodology at Appendix 6.1 Landscape and Visual Impact Assessment Criteria Document [APP 061]. The magnitude of change has been assessed in line with the methodology set out in Appendix 6.1 Landscape and Visual Impact Assessment Criteria Document [APP 061]. | | |

**Table 13: Applicant's response to NLC comments on Applicant's response to North Lincolnshire Council's response to Comments on Local Impact Reports [REP2-090]**

| Ref | NLC's Further Response (Deadline 3) | Applicant's Response (Deadline 4) | NLCs Deadline 5 Response | Applicant's Response |
|---|---|---|---|---|
| 4.1 - 4.11 | The Council remains concerned that the Applicant has not properly identified 'the project' for the purposes of the ES. As referred to in the [Raeshaw Farms Ltd v Scottish Ministers [2020] CSIH 10] judgment, the practical and commercial difficulties of grid connections not being known in the early stages of development are recognised. Nevertheless, the Irish cases referred to in the judgment indicate that 'the lack | The Applicant refers to its detailed response at Deadline 2 and to its Annex to Written Summary of Oral Submissions made at Issue Specific Hearing 1 [REP3-052], specifically para 8.54 of the same, which sets out the Applicant's position insofar as the treatment of the grid infrastructure, which does not form part | NLC has made it clear that it understands the outcome of Raeshaw Farms judgment. It is raised because of the analysis therein, not the fact specific outcome of the case. Again, it is noted that the Design Evolution Document [Document Reference 8.22]. confirms that the application is predicated on an identified point of | The Applicant refers to its response to ExQ3.10.1 **[Document Reference 8.30 Revision 1]** and in particular, the updated **Annex to the Written Summary of Oral Submissions at ISH1 [Document Reference 8.5 Revision 3]**, which contains a detailed assessment of the EIA implications of the Applicant's approach to |

| | | | | |
|---|---|---|---|---|
| | of formulated proposals for grid connections did not justify treating phase 1 of a scheme as a stand-alone project, rather it was suggestive of permission being sought prematurely'. The Council also notes the Scoping Opinion provided by PINS for the proposed Sedgeby Solar Farm in North Yorkshire (DCO Case Reference: EN0110026) which dealt with Off-site grid connection (para 2.1.2) and flexibility (para 2.1.3). In short, PINS said that if there is a requirement to accommodate flexibility within the draft Development Consent Order (DCO) in order to facilitate connection of the proposed development to the national grid, the ES should confirm how this flexibility been considered | of the present Application from an EIA perspective. The Applicant does not consider that NLC's submissions provide a balanced view of the decision in Raeshaw. Most strikingly, NLC have overlooked the fundamental point that, in contrast to Raeshaw where there was a known point of connection for the Wull Muir Wind Farm and (in the Court's view) and the assessment work could have progressed on that basis, the opposite is true here. This is clearly evidenced by National Grid's submissions in relation to this matter; at [REP2 107] NGET | connection (POC) however that POC is not included as part of the application. NLC also notes the Applicant's response to Q2.9.2 of ExQ2 (see document ref: [REP4-062]). Even if the precise location of the off-site NGET substation and cabling are unknown, having regard to the Ashchurch Parish Council case the Court of Appeal determined that whilst the precise location of the housing was not known, educated assumptions could be made and likely impacts assessed. At paragraph 61, the Court of Appeal noted '61. However, as the Transport | network connection infrastructure.<br><br>The purpose of the additional analysis is to assist the Examining Authority and Secretary of State by demonstrating that the Applicant has undertaken a thorough and fact-specific evaluation of whether the off-site point of connection and export connection cable form part of the relevant EIA project. However, that analysis does not affect the fundamental position that, on the information currently available, neither the location of the point of connection |

| | | | | |
|---|---|---|---|---|
| | and assessed in the relevant assessments.<br><br>Where flexibility is sought, the ES should clearly set out and justify the maximum design parameters that would apply for each option assessed and how these have been used to inform an adequate assessment in the ES. Ultimately, this is of course a matter of planning judgement for the Secretary of State. | confirmed: "Discussions between NGET and the Applicant in relation to the location and form of the point of connection are ongoing. NGET is exploring all options as part of these discussions but is currently unable to provide any further details". This is essential context. Without a known point of connection, it is not possible for the Applicant to conduct a meaningful assessment of the environmental impact of the grid connection (see in this regard paragraph 2.6.10 of ES (ES) Chapter 2 Scheme Description [APP-039]). Insofar as NLC references | Assessment indicated, there would be some inescapable impact from the minimum development of 826 homes envisaged at the time, and it was possible, through modelling, to assess what that impact might be. There would be no need to know the precise layout of the link road, although it would be possible to make educated assumptions about the route it would take (bearing in mind the existing geographical constraints, which are obvious from the plans).' In this case, it seems to NLC that, based on the information contained in | nor the route of any export connection cable to it, is known and their environmental effects are not therefore capable of meaningful assessment at this stage. The Applicant's position remains that any attempt to assess such infrastructure would be based on speculation rather than evidence.<br><br>As set out in the Applicant's Responses to Stakeholder Responses to ExQ2 **[REP5-041]**, in particular response to NLC's response to Q2.10.2, the Applicant does not accept that the judgment in *Ashchurch* |

| | | | | |
|---|---|---|---|---|
| | | Irish jurisprudence to suggest that development consent may have been sought prematurely in the present case, in the absence of a known point of connection, no weight should be given to this. The Applicant has already addressed the key point that NPS EN-1, at paragraph 4.11.8, expressly recognises and endorses the consenting of electricity network infrastructure separately from the generating asset element of a project. NLC's reference to Sedgeby Solar Farm is noted but not suggestive (as NLC appear to infer) | the Design Evolution Document, it would be possible to make some educated assumptions about the likely location of the off-site substation based on discussions with BNG and geographical and planning constraints. A indicated at paragraph 4.6 of NLCs LIR, not having done so, and simply responding by excluding functionally interdependent and integral parts from the project and therefore the ES, means that in NLC view the Applicant may be guilty of 'salami-slicing'. This is of course a matter which the Secretary of State will | *Rural Parish Council v Tewkesbury Borough Council* has any bearing on or relevance to the Scheme. The facts of that case were materially different. There, the Court was concerned with infrastructure which was known to be required to facilitate a specific development proposal and expressly observed that impacts arising from the development could be assessed through modelling and that "educated assumptions" could be made regarding the route of the associated link road. |

| | | | | |
|---|---|---|---|---|
| | | that the Applicant's approach is misguided. At paragraph 2.1.2 of the Sedgeby Solar Farm Scoping Opinion, the Secretary of State notes: between the proposed development and connected projects". The Applicant has done this in ES Chapter 2 Scheme Description [APP-039], at paragraph 2.6.10. The Scoping Opinion further notes: "If there is a requirement to accommodate flexibility within the draft Development Consent Order (DCO) in order to facilitate connection of the proposed development to the | need to be satisfied. The reference to the Sedgeby Solar Farm Screening Opinion was made simply to show that there was an option for the Applicant to build flexibility into the DCO in respect of the location of the substation/connections. | By contrast, in the present case there is no identified point of connection, no known location for any new substation and consequently no basis upon which even indicative routeing assumptions for an export connection cable could reasonably be made. There are multiple potential outcomes and no evidence-based foundation from which any "educated assumptions" could be drawn. In those circumstances, the Applicant considers that any purported assessment would be |

| | | | | |
|---|---|---|---|---|
| | | national grid, the ES should confirm how this flexibility been considered and assessed in the relevant assessments". No such flexibility is being sought in this case, because the grid connection does not form part of the Application on the basis that the form and location of the point of connection are unknown and National Grid is, at the current time, unable to provide further details [REP2-107]. None of the above indicates that the Applicant has fallen into error in the approach it has taken to EIA in respect of the grid | | entirely hypothetical. As explained in the updated Annex, the Supreme Court in *Finch* confirmed that "conjecture and speculation have no place in the EIA process". The Applicant's position is that NLC's suggested approach would require precisely the type of speculative assessment which *Finch* cautions against. Accordingly, the Applicant maintains that its approach is lawful, consistent with the EIA Regulations and does not amount to "salami-slicing". The Examining Authority is referred to the updated Annex for the Applicant's full |

| | | | | |
|---|---|---|---|---|
| | | connection. Rather, the approach is entirely robust, logical and legally compliant. | | submissions on this matter. |

**Table 14: Applicant's responses to NLC's other comments on Deadline 4 Submissions**

| Ref | NLC's Comment | Applicant's Response |
|---|---|---|
| 5.1 | **Contaminated Land**<br><br>As referenced in NLCs response to Q2.9.3 - Unexploded Ordinance (UXO) risk assessment on page 3 above, the Council agrees with the submissions of the Environment Agency in its letter dated 30 June 2026 and its request for an additional Requirement to be inserted into the draft DCO in respect of Land Contamination. NLC supports the wording | The Applicant refers to its response at Table 5, ref. 3.22 and Table 6, ref 1.2 of this document. In summary, the Applicant maintains its firm view that an additional requirement dealing with land contamination is unnecessary. |

| | | |
|---|---|---|
| | of the draft Requirement as set out on page 4 of the EAs letter. | |
| 5.2 | **Fees**<br><br>NLC notes the amended fee schedule set out at paragraph 4 of Part 2 of Schedule 2 of the draft DCO. The Council's view is that the schedule of fees should ensure as far as possible that the Council recovers its costs in dealing with any written consent, agreement or approval of a requirement. This is in line with the Governments commitment outlined in the draft planning fee regulations for England which were laid before Parliament on 16 July 2026 (Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) (Amendment and Transitional Provision) Regulations 2026). | The Applicant's response to CDC on this matter applies equally here (see Table 6, ref. 3.26 of this document). |
| 5.3 | The draft Requirements contained in the draft DCO include some which are complex and will potentially require iterative processes. The contaminated land Requirement, whether in it's current form or as a separate requirement as set out above, is an example of one which would have a number of | The Applicant's response to CDC on this matter applies equally here (see Table 6, ref. 3.26 of this document). |

| | | |
|---|---|---|
| | approval stages, involving back and forth between the parties. It is not considered the £588 fee for subsequent applications would be sufficient to cover the Council's costs in this case. | |
| 5.4 | The suggested fee of £298 for any other requirements etc. set out at Paragraph 4(2)(c) of the draft fees schedule is woefully inadequate. The fee falls below the current fee for approval of details and/or confirmation that one or more conditions have been complied with following grant of planning permission on any non householder scheme (currently £309). | The Applicant's response to CDC on this matter applies equally here (see Table 6, ref. 3.26 of this document). |
| 5.5 | The Council would welcome a discussion between all relevant parties regarding the currently proposed fee schedule. | The Applicant's response to CDC on this matter applies equally here (see Table 6, ref. 3.26 of this document). |
| 5.6 | **Protective Provisions for the protection of the local highway authorities** | The Applicant now understands that NLC is seeking the benefit of protective provisions for highway authorities, which were previously expressed, in the draft DCO submitted at Deadline 5 **[REP5-002]**, to take effect for the |

| | | |
|---|---|---|
| | The Council supports the protective provisions for the protection of the local highway authorities set out by City of Doncaster Council in it's document dated 24th July 2026. | benefit of the CDC alone. NLC's request has come at a late stage in the examination process but the Applicant has sought to establish contact with officers at NLC to understand if NLC has any specific comments on the protective provisions contained in Schedule 14, Part 10 of the **draft DCO [Document Reference 3.1 Revision 9]**. This is taking place in parallel with the ongoing discussions with CDC on the protective provisions (see Table 5, ref 3.23 of this document).<br><br>In the meantime, however, the Applicant has updated the draft DCO at Deadline 6 to extend the benefit of the protective provisions for highway authorities to include NLC. Further updates on the progress of discussions with CDC and NLC regarding protective provisions will be provided at Deadlines 7 and 8. |