City of Doncaster Council

Planning Act 2008 (As Amended)

Infrastructure Planning (Examination Procedure) Rules 2010

City of Doncaster Council's response to The Examining Authority's written questions and requests for information (ExQ3): Issued on 11 August 2026

Project: Tween Bridge Solar Farm (EN010148)

Applicant: RWE Renewables UK Solar and Storage Limited

Interested Party Number: F2CFC15A3

22nd September 2026

Application by RWE Renewables UK Solar and Storage Limited for Tween Bridge Solar Farm Project
The Examining Authority's written questions and requests for information (ExQ3): Issued on 11 August 2026

City of Doncaster Council (CDC) Responses to Questions for CDC. See ExQ3 questions for the full list of questions.

ExQ3	Question to:	**Question:**	**CDC Response:**
1. General and Cross-Topic Questions			
Q3.1.1	The applicant, North Lincolnshire Council (NLC) and City of Doncaster Council (CDC)	**Closing Statements** Please submit a closing statement at deadline 8. The closing statement should set out the final position with regard to each of the issues identified in the initial assessment of principle issues [PD-005] and any other issues where there is a disagreement as to the residual effects of the proposed development. Where the Councils dispute or disagree with any part of the applicant's assessment contained in the Environmental Statement (ES), they should set out an explanation as to why they disagree and confirm what they consider the effects to be (i.e. how do the Council's conclusions differ from the applicant's). Please ensure that closing statements are concise and identify the outstanding issues as opposed to providing a historical chronology of how the issues have evolved over the examination.	CDC will submit a closing statement at Deadline 8 which sets out the final position with regard to each of the issues identified in the initial assessment of principle issues [PD-005] and any other issues where there is a disagreement as to the residual effects of the proposed development.
Q3.1.2	NLC, CDC	**Emerging Development Plan Policies**	The position in terms of Development Plan policy remains as set out in CDC's Relevant Representation [RR-006]

ExQ3	Question to:	**Question:**	**CDC Response:**
		Where not already provided, could NLC and CDC please provide the most up-to-date position of emerging development plan documents. Where not already addressed, please confirm the relevance of any policies contained in emerging documents.	and Local Impact Report [REP1-062] with the adopted development plan comprising the Doncaster Local Plan 2015-2035 ("DLP") (adopted 2021) and the Barnsley, Doncaster and Rotherham Joint Waste Plan ("JWP") (adopted 2012). There have been no changes in the adopted development plan since the submission of the CDC's RR and LIR, and the development relevant policies identified. On 20 May 2026, Members of Doncaster's Cabinet resolved to commence work on a new Local Plan for Doncaster in line with the Government's new 34-month plan-making system. This decision also approved publication of the overall plan-making Timetable which sets out the key milestones of the process, including several stages of full public consultation, as well as a date for adoption of the Plan by Spring 2029. In the meantime, the Doncaster Local Plan 2015-2025 remains part of the development plan for Doncaster until fully replaced in time by the new Local Plan.
Q3.1.3	All parties	**Changes to layout** The applicants Deadline 4 covering letter [REP4-001] noted a number of design amendments, which are summarised as follows: • Removal of solar panels from fields E19 and E20. • Spatial refinement of 132 kilovolt (kV) substation and 100 megawatt (MW)	The proposed removal of solar panels from the layout on fields E19 and E20 is welcomed but it would have been useful to set out the specific reasons for this. The covering letter [REP4-001] states at the section Design Evaluation that changes to Fields 19 and 20 came about : "in response to matters raised at the Open Floor Hearing 2" and CDC do not consider going through the transcript of the Hearing 2 to be a good use of time. Whatever the reason CDC will assume that the fields will be retained are arable land which will be an overall benefit when the

ExQ3	Question to:	**Question:**	**CDC Response:**
		battery energy storage system (BESS) within Flood Zone 3b. • Reconfiguration of solar panels within field E15. All parties are invited to provide representations in relation to these amendments. The ExA accepted the amendments in its procedural decision dated 11 August 2026.	small woodland on the southern boundary and the heavily vegetated lane to the northeast are taken into account. The spatial refinement of battery storage layout in Flood Zone 3b will have no ecological implications. No comment on the reconfiguration of solar panels within field E15. Where there are changes to solar panel layout and other amendments the applicants ecologists should clearly show such changes in a revised BNG baseline. The proposed amendments cover several hectares, and this will be of some significance to the BNG metric. The covering letter is dated 21st July 2026 and the last BNG metric pre-dates this at 29th June 2026. It is important that any amendments to habitats/land use are included in an updated BNG metric
2. Biodiversity and ecology (Including Habitat Regulations Assessment)			
Q3.2.2	Applicant, CDC and NLC	**Biodiversity Net Gain (BNG)** The ExA notes CDC's response to EXQ2 Q2.2.5 [REP4-082]. Could CDC and the applicant please come to an agreement on draft wording for dDCO Requirement 8(3)(a). Reference should be made to specific percentages for different area-based habitat units. The applicant is advised to acknowledge the approach taken by the Secretary of State (SoS) and ExA in considering the Peartree solar farm made Order. In that case, the applicant's final	The current biodiversity metric provides a 28.5% net gain in Area Habitats, 172.88% in hedgerows and 10.26% in watercourse units. We would therefore recommend that the dDCO includes reference to a minimum 20% net gain in area Habitats, 100% in hedgerow units and 10% in watercourse units. This gives some room for slight changes if necessary. We would suggest the following wording for the draft dDCO: (3) The landscape and ecological management plan for the relevant phase must include details of— (a) the extent

ExQ3	Question to:	**Question:**	**CDC Response:**
		dDCO omitted any commitment to percentage BNG in the wording of the Landscape and Ecological Management Plan (LEMP) requirement. However, paragraph 3.4.54 of the recommendation report shows that the applicant provided additional wording, including area-based habitat unit BNG percentages, on a without prejudice basis. Ultimately that alternative wording was included in the made DCO. In addition, the applicant should also note the examples cited in CDC's response to EXQ2 Q2.2.5. If a different approach is proposed for Tween Bridge then the applicant will need to fully justify this. CDC and the applicant should also explain how CDC's involvement in monitoring would be secured and funded within the dDCO. NLC should also provide representations confirming whether it intends to be involved in the monitoring of new habitats in relation to BNG.	to which the relevant phase contributes to ensuring that the authorised development overall achieves a minimum of 20% biodiversity net gain in area habitat units 100% biodiversity net gain in hedgerow units and 10% biodiversity net gain in watercourse units during its operational lifetime using the statutory biodiversity metric published by the Department of Environment, Food and Rural Affairs on 12 February 2024 to calculate those percentages; CDC consider that there should be a provision in the Order that secures a fee of £17,660 to cover CDC costs for the time taken to review the monitoring reports secured by the Landscape Ecological Management Plan. We would recommend that this fee is index linked and payable on submission of the first monitoring report.
Q3.2.4	Applicant, CDC and NLC	**Outline Ecological Construction Management Plan** Paragraph 11.2 of the applicant's outline ecological construction management plan (OECMP) [REP5-030] states in part:	The responses from Natural England to the oECMP is noted. In the Draft DCO August 26 Revision 8 it Schedule 2 Part1 page45 [REP5-002], it states at

ExQ3	Question to:	**Question:**	**CDC Response:**
		"The Development Consent Order (DCO) will contain a requirement providing that the final Outline Ecological Construction Management Plan [Document Reference 7.5 Revision 4] shall be submitted to and approved by the relevant local planning authority." However, it does not appear that schedule 2 of the latest version of the dDCO [REP5-002] includes a separate requirement for a final ecological construction management plan. Requirement 8(b) requires that the landscape and ecological management plan is substantially in accordance with the OECMP. Is this the requirement which effectively secures the measures set out in the OECMP? Please note, this appears to be NE's conclusion at Table 1 (issue NE0) of its deadline 5 representation [REP5-066].	*"8.—(1) No phase of the authorised development may commence until a written landscape and ecology management plan for that phase has been submitted to and approved by the relevant planning authority or both relevant planning authorities (as applicable) following consultation by the undertaker on that landscape and ecology management plan with the Environment Agency (in respect of its functions), Natural England (in respect of its functions) and National Highways (in respect of its functions)"* CDC conclude that this requirement along with the wording of paragraph 11.2 of the (OECMP) [REP5-030] are sufficient to secure the measures set out in the OECMP. A further concern of CDC in the matter of the draft DCO Schedule 2 Part 1, 8(2) states: "The landscape and ecological management plan for the relevant phase must include details of— (a) the extent to which the relevant phase contributes to ensuring that the authorised development overall achieves a minimum of 10% biodiversity net gain during its operational lifetime using the statutory biodiversity metric published by the Department of Environment, Food and Rural Affairs on 12 February 2024 to calculate those percentages;" CDC is concerned that this may militate against the proposed 20% biodiversity net gain as a requirement set at the Fenwick Solar Farm Order 2026.
5. The Draft Development Consent Order (DCO)			
Q3.5.1	All parties	**DCO Commentary** Please note that the ExAs commentary on the dDCO [REP5-002] is provided under separate cover.	Please note that the ExAs commentary on the dDCO [REP5-002] is provided at Table 1 below.

ExQ3	Question to:	**Question:**	**CDC Response:**
7. Flood Risk, Hydrology, and Water Resources			
Q3.7.1	Applicant, CDC, NLC and EA	**Flood Plain Storage and Sequential/Exceptions Test** It is noted that the applicant has revised the indicative layout of the proposed development such that a reduced part of one BESS unit would be located in Flood Zone 3b. However, could the applicant please respond to the following queries: 1) Please could the applicant clearly set out the effect of the proposed development on floodplain storage, taking into account the revisions to the indicative layout? 2) Please could the applicant update the sequential and exceptions tests to take account of the revised layout and representations from NLC at deadline 3 [REP3-079] (including references to proposed overplanting). Please could the CDC, NLC and the EA provide representations on the revised layout and the extent to which any previous objections or concerns have been addressed?	The floodplain storage requirements and compliance with the Sequential and Exception Tests were matters raised exclusively by North Lincolnshire Council, as these issues affect only the North Lincolnshire catchment, CDC LLFA has no comments to make. The Authority therefore maintains its position of having no objection in principle to the proposals.

ExQ3	Question to:	**Question:**	**CDC Response:**
8. Landscape and Visual			
Q3.8.1	CDC and NLC	**Residential Visual Amenity Assessment (RVAA)** The applicant has updated the RVAA [REP4-028] to include an assessment of involved properties. Could CDC and NLC provide any representations on this, if considered necessary?	NLC and CDC note that the RVAA [REP4-028] has been updated to include involved properties as requested. This highlights that five additional properties have been added to the RVAA which are involved properties but tenanted. Significant effects have been identified for 2 of the properties, with significant effects continuing to year 15 for property 58 Belton Grange. Although significant effects have been identified for property 58, these are assessed as moderate/major at year 1 and moderate at year 15. It is a surprise that a property surrounded on all sides by solar panels and with a view of a substation would not experience a major adverse effect and trigger a step 4 of the assessment process. Step 4 would have involved a detailed assessment of the property. Paragraph 1.2.9 of the RVAA details that fieldwork has not required visits to individual properties but a 'number of select properties were visited as part of the ongoing consultation process'. It should be clarified which properties were visited (supported by photographs) to demonstrate where sensitive locations have been considered in more detail and to demonstrate they do not trigger the stage 4 assessment. NLC and CDC note additional text has been added in to the RVAA following a more detailed review of the proposed hedge planting by the applicant. The acknowledgement of the maturing hedgerow planting in

ExQ3	Question to:	**Question:**	**CDC Response:**
			the text is welcomed and hedgerow planting is the most suitable form of mitigation for this situation. However, we still feel that on occasion the proposed hedge planting has been recorded in the assessment as reducing the magnitude of change to a greater extent than is warranted. Examples would include properties 20, 21, 32, 36, 37 where we would have anticipated the effect to remain as major and significant (or higher), due to the enclosure of the properties on 3 or 4 sides by the development, rather than the magnitude and effect reducing due to hedge planting. The hedge planting is likely to obscure views of the proposed development but it is not anticipated this will reduce the magnitude of change as views will still be substantially altered by the development. Supporting visuals to demonstrate any reduction in the magnitude and effect would have helped to demonstrate the change in view. Confirmation that these properties have been visited to understand the effects from the curtilage rather than public locations is required. It is felt that the effects have not been described in sufficient detail to understand if the conclusions reached are accurate for these locations and based on the information provided, we would assume the effects are still significant at year 15 for these locations.
Q3.8.2	Applicant, CDC and NLC	**Landscape and Visual Mitigation Strategy (LVMS) [REP4-042]** The LVMS is not cross referenced properly in the outline landscape ecological management plan (OLEMP) [REP4-055]. Please refer to the latest version submitted at	NLC and CDC would wish to be involved in the preparation of the detailed landscape proposals and would wish to approve the detailed design at each phase of the development. The landscape and visual mitigation strategy currently prepared is very high level and NLC and

ExQ3	Question to:	**Question:**	**CDC Response:**
		deadline 4 [REP4-042] and amend references accordingly. How is the LVMS secured? It is noted that it is listed as a plan to be certified in the dDCO. It is also noted that dDCO requirement 6 requires that each phase must include a programme for landscaping works. It is acknowledged that this must be in accordance with the LVMS. However, a 'programme' is not the same as a plan. The ExA is concerned that there is no DCO mechanism to make changes to the LVMS or means by which to set out detailed landscape proposals for each phase of the development. Please could the applicant address this? The ExA advises that the LVMS should be appended to the OLEMP. This is the approach normally taken in respect of solar DCO proposals and would address the lack of flexibility and future scope for further detail set out above. The applicant would need to amend the dDCO wording to account for this. NLC and CDC should provide representations on this matter.	CDC would wish to see more detail to understand how the landscape proposals to date have developed and how these will be evolved into the detailed design. Aspects such as soil testing will need to be carried out to ensure the proposed habitat can be sustained on the soil type present. Evidence of this would need to be provided to NLC and CDC. The landscape and visual mitigation strategy should be secured as part of the proposals. In addition to the design, this should also include for the maintenance and management of the proposals to ensure they fulfil the proposed mitigation. The management strategy should be for the lifetime of the proposals. The proposals will require monitoring frequently in the first 5 years of the development to ensure they have established as proposed and subsequently for the following years to monitor and confirm they are still providing the landscape and visual mitigation proposed for the lifetime of the development. Should any areas fail to thrive as anticipated, alternative proposals to provide appropriate mitigation should be submitted to NLC and CDC for approval. Any protection of retained trees and hedgerows should be secured as part of the LVMS. This is both during the phased construction and during any maintenance operations on site throughout the lifetime of the project.
14. Other matters			
Q3.14.2	NLC and CDC	**Fees** Could NLC and CDC please confirm exactly what fees they would be seeking in respect of	**Background**

ExQ3	Question to:	**Question:**	**CDC Response:**
		the discharge of requirements in Schedule 2 of the dDCO [REP5-002]? NLC's [REP5-057] and CDC's [REP5-058] Deadline 5 representations in respect of fees are noted. However, please provide the exact position (amount) of NLC and CDC including a justification.	It is essential that CDC's costs of discharging requirements (and of dealing with other applications for consent) are covered. CDC is not seeking to profit from providing the services demanded by the Applicant's Order, indeed it would be unlawful for it to seek to do so. However, CDC is seeking to ensure that it does not end up in a position where, because of an unsatisfactory fee regime, it is doing work at a loss and is effectively subsidising the Applicant's project. Any other approach is unfair. It will be appreciated this is an application for a nationally significant infrastructure project under the Planning Act 2008, and the fee should reflect the work involved. It will also be remembered that, by paragraph 1 of Schedule 2, the discharging authority will have a statutory deadline to make its decision on any application and if no decision is made within that period, consent will be deemed to have been granted. The same applies in respect of consents sought under articles. Dealing with any application for consent under this Order will therefore be a matter of high priority for the discharging authority, diverting officer resource from other matters. The inclusion of the deeming provision and its effects on local authority resourcing is another reason why the full cost of doing this work should be covered by the Applicant. CDC's original (and still preferred) position would be to secure the payment of its reasonable costs by way of post-consent planning performance agreement. That has not been possible and the Applicant has suggested, during the course of the Examination, a series of fees

ExQ3	Question to:	**Question:**	**CDC Response:**
			proposals. While the latest proposal is better than that originally proposed, it does not provide the certainty required by CDC that all their costs will be covered. CDC notes that the fees proposed are in line with recent solar DCO precedents; however, having considered the Secretary of State's Decision Letters and ExA's Recommendation Reports for each precedent, CDC has not identified an instance where the fees were subject to analysis or discussion. It is also not clear how the fees have been calculated. CDC understands that the precedent projects are not yet at the stage of discharging requirements and so it has not been possible to test the robustness of the fee structure in any meaningful way. Despite the above, CDC wishes to seek to make the fee proposal work. It would propose to do this by amending paragraph 4 (fees) of Part 2 of Schedule 2 as follows – **<u>Sub-paragraph (2)</u>** CDC considers that the work arising from each of requirements 3 (phasing of the authorised development and date of final commissioning), 5 (approved details and amendments to them) 17 (operational noise), and 20 (public rights of way) is likely to be substantial and so these requirements ought to be mentioned in this sub-paragraph. **<u>Deleted sub-paragraph (3)</u>**

ExQ3	Question to:	**Question:**	**CDC Response:**
			This sub-paragraph is unreasonable. For example, if an application is rejected as invalid, the discharging authority will have done the work to reach that conclusion. Reaching this decision, based on the Applicant's inability to submit documents in a valid fashion, should not cost the discharging authority money. Similarly, it does not follow that it is the discharging authority's fault if it has not discharged the application within the statutory timeframe. Again, the provision of unsatisfactory documents by an applicant can compromise the ability of the authority to work in an expeditious way. The discharging authority should not be punished for this. Sub-paragraph (3) should be deleted. **New sub-paragraph (3)** CDC does not understand why the adjustment of the Consumer Price Index value should randomly stop at 5%. If the index increases more than 5%, why shouldn't the percentage? CDC has also clarified sub-paragraph (3) to provide that any adjustment is upwards only, which CDC assume was the Applicant's original intention. **New sub-paragraphs (4) and (5)** These provisions are new and reflect the fact that CDC can now charge fees for providing relevant services in relation to DCO applications under the Infrastructure Planning (Fees) Regulations 2010. New sub-paragraph (4) is a statement of the law.

ExQ3	Question to:	**Question:**	**CDC Response:**
			New sub-paragraph (5) would allow the discharging authority to charge additional fees when the numbers cited in sub-paragraph (2) are insufficient. For example, CDC considers that subsequent work in relation to certain requirements (including requirements 6, 8 and 19 and which would give rise to a fee of £588) are unlikely to be significantly less time consuming than the original work arising from each requirement. New sub-paragraph (5)(a) would allow CDC to charge for any additional work not captured by the payment of £588. Similarly, new sub-paragraph (5)(b) would allow the discharging authority to charge for work demanded by the Order and which is not set out in sub-paragraph (2). This would allow the discharging authority to charge a fee for discharging other consents (e.g. under an article), provided there is no other mechanism in the Order for so charging. The proviso is included to prevent double charging and is consistent with CDC's ambition of making this exercise a cost-neutral one. In the light of the above, CDC considers paragraph 4 of Part 2 to Schedule 2 should be amended as follows – **Fees** 4.—(1) Where an application is made to the relevant planning authority for written consent, agreement or approval in respect of a requirement, a fee is to apply and must be paid to the relevant planning authority for each application. (2) **Subject to sub-paragraph (5), the** ~~The~~ fee payable for each application under sub-paragraph (1) is as follows—

ExQ3	Question to:	**Question:**	**CDC Response:**
			(a) a fee of £2,578 for the first application for the discharge of each of ~~the~~ requirements **3 (phasing of the authorised development and date of final commissioning)**, **5 (approved details and amendments to them)**, 6 (detailed design approval), 7 (battery safety management plan), 8 (landscape and ecology management plan), 10 (soil management), 11 (surface water and foul drainage), 12 (archaeology), 14 (construction environmental management plan), 15 (operational environmental management plan), 16 (construction traffic management plan), **17 (operational noise)**, ~~and~~ 19 (decommissioning and restoration) **and 20 (public rights of way)**. (b) a fee of £588 for each subsequent application for the discharge of each of the requirements listed in sub-paragraph (a) and any application under requirement 6 (detailed design approval) in respect of the requirements listed in paragraph (a); and (c) a fee of £298 for any application for the discharge of— (i) any other requirements not listed in paragraph (a); (ii) any application under requirement 5 (approved details and amendments to them) in respect of requirements not listed in paragraph (a); and (iii) any approval required by a document referred to by any requirement or a document approved pursuant to any requirement.

ExQ3	Question to:	**Question:**	**CDC Response:**
			~~(3) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—~~ ~~(a) the application being rejected as invalidly made; or~~ ~~(b) the relevant planning authority failing to determine the application within the relevant period in paragraph 1(1) unless—~~ ~~(i) within that period the undertaker agrees, in writing, that the fee is to be retained by the relevant planning authority and credited in respect of a future application; or~~ ~~(ii) a longer period of time for determining the application has been agreed pursuant to paragraph 1(1)(c) of this Schedule.~~ ~~(4)~~ **(3)** The fees specified in sub-paragraph (2) shall be adjusted **(upwards only)** on each anniversary of the date this Order comes into force by a percentage equal to the index value of the Consumer Price Index (I) most recently published prior to that anniversary~~, provided that in no event shall any annual adjustment exceed 5%~~. **(4) On and from 8 June 2026, the relevant planning authority became entitled pursuant to the Infrastructure Planning (Fees) Regulations 2010 (as amended from time to time) ("the Fees Regulations") to charge fees for providing relevant services in relation to applications for development consent.** **(5) Nothing in this Order fetters the ability of the relevant planning authority to charge a fee for –** **(a) charging an additional fee where any fee mentioned in sub-paragraph (2) does not cover**

ExQ3	Question to:	**Question:**	**CDC Response:**
			the cost of the relevant planning authority providing the service related to that fee; or **(b) providing a relevant service pursuant to the Fees Regulations which is not mentioned in sub-paragraph (2) and which is not recoverable under another provision of this Order.**

TABLE 1

CDC's reply to the ExA's commentary and questions in relation to the latest version of the dDCO [REP5-002]

This document sets out CDC's reply to the ExA's commentary and questions in relation to the latest version of the draft DCO which are directed to CDC.

Ref.	Commentary or Question	Answer
DCO 3.2	**Article 12:** Please could CDC and NLC confirm whether article 12 of the dDCO [REP5-002] is acceptable? If not, please provide alternative wording or modifications by deadline 6. The ExA notes that in the SoCG [REP5-047] between the applicant and CDC this matter is identified as 'agreed'.	CDC welcomes the Applicant's commitment to use its permit scheme. The drafting of article 12 is largely consistent with that included in article 9 of the Fenwick Solar Farm Order 2026; however, CDC notes that article 12(1)(d) is new. The Explanatory Memorandum [REP5-004] does not explain why article 12(1)(d) is needed and CDC would welcome confirmation from the Applicant of its position.
DCO 3.3	**Articles 14, 16, 17, 19:** (Deemed consent period) CDC is advised to review the equivalent provisions in the recently made Peartree Solar DCO, which all seem to include the same 28 deemed consent period. Could CDC please advise why a different approach should be taken for the proposed development.	**Background** CDC has reviewed the equivalent provisions in the Peartree Hill Solar Farm Order 2026 (SI2026/869) and agrees that the 28-day period appears in them; however, CDC considers the Peartree example is of limited relevance in respect of this aspect of the instant application. **Peartree Solar DCO** The Peartree Solar DCO will be constructed within the administrative area of East Riding of Yorkshire Council ("**ERYC**"). CDC has considered each of the documents submitted by ERYC into the Peartree Examination[1] and notes that ERYC did not raise the 28-day period as a point of concern in any of them.

[1] Namely: Relevant Representation **[RR-001]**; Draft SoCG **[REP1-076]**, **[REP2-042]**, **[REP3-043], [REP4-042], [REP5-083], [REP5A-034], [REP6-037]**; LIR **[REP1-084], [REP1-085], [REP1-086], [REP3-057]**; Response to ExQ1 **[REP1-094]**, Responses to ExQ2 **[REP3-052], [REP3-055], [REP3-056]**, Responses to ExQ3 **[REP5-097]**;

		A different approach should be taken here because the position is different here: CDC has expressed its concerns with the proposed timeframe from the outset and considers a more reasonable period is 56 days / 8 weeks (or such longer period as may be agreed between the undertaker and CDC); presumably, ERYC was content with the proposed timeframe. CDC does not understand why, in this regard, the Peartree Solar DCO should be the key precedent when, earlier this year, the Fenwick Solar Farm Order, which will be constructed within CDC's administrative area, was made. The equivalent timeframe in the Fenwick Order is eight weeks (or such longer period as may be agreed between the undertaker and CDC) (see article 46(4) (procedure in relation to certain approvals etc.). Owing its location within CDC's administrative area, Fenwick is a more persuasive precedent. Consistency with the timeframe in the Fenwick Order is attractive because it will ensure CDC is not subject to a patchwork of different DCO determination periods. As explained previously, CDC considers 28 days will not be enough time to determine an application and, in those circumstances, there is a risk that applications will have to be refused. This will not aid the Applicant in delivering its scheme expeditiously. CDC would prefer not to risk having to refuse an application because of a time limit which is too short. It would be preferable to build in additional time. Providing a reasonable timeframe will assist with that aim and CDC considers 8 weeks (capable of extension, by agreement) is such a timeframe. If the Peartree DCO is being cited for relevance because of its recency, CDC notes that more recently made DCOs have included longer periods for determining non-requirement applications. For example, in the One Earth Solar Farm Order 2026[2] (SI2026/934) the equivalent period is 13 weeks (see article 44(4) (procedure in relation to certain approvals etc.).

Action Points: ISH1 **[REP4-079]**, ISH2 **[REP4-080]**; Summary of oral submissions made at ISH1 **[REP4-081]**, ISH2 **[REP4-082]** and ISH3 **[REP6-045]**; and Comments on the Report on Implications for European Sites **[REP5-096]**.

[2] Peartree was made on 2nd July 2026. One Earth was made on 8th July 2026.

		CDC has previously cited several recently made solar DCOs where far longer than 28 days is provided for (see Annex 2 to CDC's Local Impact Report [REP1-062], row 6 (pages 4 and 5) which cite recently made solar DCOs with determination periods ranging from 8 weeks to 10 weeks) and, in the light of these examples, CDC maintains its position that its request is reasonable.
DCO 3.4	**Article 14:** Article 14(3)(c) allows the undertaker to 'reduce the width of the carriageway'. Why is this power necessary? Please remove this if not necessary.	CDC assumes the reference should be to article 14(2)(c) of the draft Order. CDC will await the Applicant's response before commenting further.
DCO 3.5	**Article 16:** CDC has outlined that it is not content with the wording at article 16(5)(b) which states in part that 'such consent not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions'. However, could CDC please refer to Article 14(5)(b) of the made Peartree DCO for recent precedent and provide a justification for a different approach?	Article 14(5)(b) of the Peartree DCO states – "The undertaker must not temporarily close, alter, divert, prohibit the use of, authorise the use of, or restrict the use of— ... (b) any other street or public right of way without the consent of the street authority, which may attach reasonable conditions to the consent, **such consent not to be unreasonably withheld**". [Emphasis added]. The Peartree drafting is cast narrower than the drafting in the instant Order which demands, in several articles, that certain applications for consent must not be unreasonably withheld **or delayed**. CDC has made its case in respect of the unsuitability "unreasonably withheld or delayed" in several representations, including: Annex 2 to CDC's Local Impact Report [REP1-062], row 9 (pages 7 and 8) and in its *Written summary of oral submissions made at hearings in w/c 22 June 2023* [REP3-081] (see row 9 of Table 1, pages 20 to 23). CDC maintains its position and does not propose to repeat each point here. CDC has considered each of the documents submitted by ERYC into the Peartree Examination and it does not appear that "unreasonably withheld or delayed" was raised by ERYC or that it was considered in any detail during the Peartree Examination (or subsequent determination by the Secretary of State). The position is different here where CDC has raised this drafting as a point of concern.

		One of CDC's main points of concern is that, by section 161(1)(b) of the Planning Act 2008, it is an offence – without reasonable excuse – for a person to fail to comply with the terms of a DCO. By section 161(4)(a) a person guilty of an offence under section 161 is liable, on summary conviction, to a fine not exceeding £50,000. As mentioned previously, it is conceivable that somebody could say that if a discharging authority, subject to the provision as currently drafted, acts unreasonably in withholding or delaying their actions, they are committing a criminal offence. And that is a very good reason why this provision should not be included. CDC is not persuaded by the need for an additional criminal sanction to regulate local authority behaviour and is unaware of evidence of dilatory behaviour by local authorities in dealing with applications for consent arising from DCOs. The words should be omitted from the Order.
	Requirement 8(3)(a): The ExA notes CDC's response to EXQ2 Q2.2.5 [REP4-082]. Could CDC and the applicant please come to an agreement on draft wording for dDCO Requirement 8(3)(a). Reference should be made to specific percentages for different area-based habitat units. The applicant is advised to acknowledge the approach taken by the SoS and ExA in considering the Peartree solar farm made Order. In that case, the applicant's final dDCO omitted any commitment to % BNG in the wording of the LEMP requirement. However, paragraph 3.4.54 of the recommendation report shows that the applicant provided additional wording, including area-based habitat unit BNG percentages, on a without prejudice basis. Ultimately that alternative wording was included in the made DCO. In addition, the applicant should also note the examples cited in CDC's response to EXQ2	**<u>Article 8(3)(a) (landscape and ecology management plan)</u>** The current biodiversity metric provides a 28.5% net gain in Area Habitats, 172.88% in hedgerows and 10.26% in watercourse units. CDC would therefore recommend that the dDCO includes reference to a minimum 25% net gain in area Habitats, 100% in hedgerow units and 10% in watercourse units. In the light of this, CDC would propose the following article 8(3)(a) for inclusion in the draft Order – "(3) The landscape and ecological management plan for the relevant phase must include details of— (a) the extent to which the relevant phase contributes to ensuring that the authorised development overall achieves a minimum of 25% biodiversity net gain in area habitat units 100% biodiversity net gain in hedgerow units and 10% biodiversity net gain in watercourse units during its operational lifetime using the statutory biodiversity metric published by the Department of Environment, Food and Rural Affairs on 12 February 2024 to calculate those percentages;" Regarding monitoring, a mechanism is required to secures a fee of £17,660 to cover CDC's costs for the time taken to review the monitoring reports secured by the

	Q2.2.5. If a different approach is proposed for Tween Bridge then the applicant will need to fully justify this. If the applicant refuses to amend the DCO as above, then it should please provide the alternative wording (setting out area-based habitat unit percentages) to allow the SoS the option of including wording with accurate percentages. CDC and the applicant should also explain how CDC's involvement in monitoring would be secured and funded within the dDCO. NLC should also provide representations confirming whether it intends to be involved in the monitoring of new habitats in relation to BNG.	Landscape Ecological Management Plan. This would need to be index linked and payable on submission of the first monitoring report. CDC would be content to enter into a section 106 agreement with the Applicant to secure this payment; alternatively, a provision requiring payment could be included in the draft Order.
	Requirement 12: In relation to CDC's response to EXQ2 2.5.1 [REP5-058], could the applicant please confirm how the archaeological mitigation would be finalised and how this would be secured in the draft DCO. Is the applicant suggesting that this would be included within the Written Scheme of Investigation (WSI)? If so, shouldn't Requirement 12 be amended to at least refer to the requirement to set out proposed mitigation within the WSI (perhaps as part 1 of the WSI)? Could CDC provide exact proposed wording for requirement 12 in the event that agreement cannot be reached with the applicant?	In the event that agreement cannot be reached, CDC would propose the following amendments to requirement 12 (archaeology) – "12.—(1) No phase of the authorised development may commence until a written scheme of investigation for that phase has been submitted to and approved by the relevant planning authority or both relevant planning authorities (as applicable). (2) The written scheme of investigation for each phase submitted under paragraph (1) must – **(a)** be substantially in accordance with the outline archaeological mitigation strategy**; and** **(b) assign mitigation measures to particular areas of the site and set out detailed archaeological objectives for each area.** (3) The scope of works detailed in the written scheme of investigation for each phase must be implemented as approved.

		(4) For the purposes of this paragraph "outline archaeological mitigation strategy" means the document comprising Appendix 8.6 of the environmental statement with document reference number 6.3.8.6. (5) Unless otherwise agreed in writing by the relevant planning authority, for the purposes of subparagraph (1) "commence" includes any permitted preliminary works involving intrusive archaeological surveys (including trenching) and other investigations for the purpose of assessing ground conditions (including the making of boreholes)".
DCO 9.1	**General:** The ExA notes that negotiation is ongoing on Protective Provisions (PPs) and on that basis is not proposing to set out preferred wording at this present time. All parties (including Statutory Undertakers) who are negotiating protective provisions should set out their preferred wording, identifying areas of disagreement on the applicant's proposed wording where agreement has not been reached. This should be provided by deadline 6 and updated at deadline 8.	Please see Part 1 of the Annex below. CDC shared Part 1 in draft with NLC ahead of Deadline 6 and NLC have confirmed they are content with it.
DCO 9.2	**Part 10:** Could NLC and CDC please provide representations on the protective provisions at part 10 of schedule 14 to the dDCO [REP5-003]? The applicant is advised that protective provisions should be drafted to apply to 'the highway authorities' as opposed to just CDC. This will ensure consistency of approach across administrative boundaries. For that reason, NLC should review the protective provisions in conjunction with the applicant and CDC.	Please see Part 2 of the Annex below. CDC shared Part 2 in draft with NLC ahead of Deadline 6 and NLC have confirmed they are content with it.

	The ExA also suggests that these protective provisions should serve to provide necessary functions from Article 18 (now deleted) of the originally submitted dDCO [AS-002].	

Annex to CDC's reply to the ExA's commentary and questions in relation to the latest version of the dDCO [REP5-002]

DCO 9.1 General: The ExA notes that negotiation is ongoing on Protective Provisions (PPs) and on that basis is not proposing to set out preferred wording at this present time. All parties (including Statutory Undertakers) who are negotiating protective provisions should set out their preferred wording, identifying areas of disagreement on the applicant's proposed wording where agreement has not been reached. This should be provided by deadline 6 and updated at deadline 8.

CDC's preferred wording on the protective provisions for CDC as local highway authority is set out below at Part 1 to this Annex.

DCO 9.2: Could NLC and CDC please provide representations on the protective provisions at part 10 of schedule 14 to the dDCO [REP5-003]?

CDC's representations are set out below at Part 2 to this Annex.

ANNEX – PART 1

FOR THE PROTECTION OF CITY OF DONCASTER COUNCIL AS LOCAL HIGHWAY AUTHORITY

1. Application

The provisions of this Part of this Schedule have effect and apply to CDC highway works within the administrative area of the local highway authority, unless otherwise agreed in writing between the undertaker and the local highway authority.

2. Interpretation

(1) The terms used in this Part of this Schedule are as defined in article [2] (interpretation) of this Order save where inconsistent with sub-paragraph (2) which will prevail.

(2) In this Part of this Schedule—

"as built information" means one digital copy of the following information where applicable to the CDC highway works in question—

(a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker;

(b) list of suppliers and materials used;

(c) product data sheets, technical specifications for all materials used;

(d) as constructed information for any utilities discovered or moved during the works;

(e) method statements for works carried out;

(f) in relation to road lighting, signs and traffic signals any information required by Series 1400 of the Specification for Highway Works (or any successor document);

(g) plan of temporary signage indicating new road layouts;

(h) populated post-construction inventory in a form agreed with the local highway authority;

(i) organisation and methods manuals for all products used in the construction of the authorised development;

(j) as constructed programme;

(l) a Stage 3 Road Safety Audit and any exceptions agreed; and

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(m) health and safety file;

“the bond sum” means the sum equal to 110% of all the costs of the carrying out the CDC highway works concerned and 100% of the commuted sum relating to the CDC highway works or such other sum agreed between the undertaker and the local highway authority;

"CDC" means City of Doncaster Council;

"CDC highway works” means any works authorised by this Order undertaken on, to or under any highway which is maintainable by the local highway authority;

“commuted sum” means such sum as provided for in paragraph 9(2) of this Part of this Schedule and to be used to fund the future cost of maintenance of the CDC highway works and which may be required for the following infrastructure items: highway trees/ and hedgerows; sustainable drainage, linear drainage units; traffic signals and associated equipment; highway structures; bespoke materials; grass verges and soft landscapes; street lighting equipment including any bespoke equipment; CCTV camera and associated equipment; and vehicle restraint systems;

“contractor” means any contractor or sub-contractor appointed by the undertaker to carry out the CDC highway works;

“detailed design information” means the following drawings, specifications and other information unless otherwise agreed between the local highway authority and the undertaker—

(a) site clearance details;

(b) boundary environmental and mitigation fencing;

(d) drainage and ducting;

(e) earthworks including supporting geotechnical assessments;

(f) pavement, pavement foundations, kerbs, footways and paved areas, including vertical and horizontal alignments;

(g) traffic signs and road markings;

(h) traffic signal equipment and associated signal phasing and timing detail;

(j) electrical work for traffic signs and signals;

(k) highway structures;

(l) Stage 2 Road Safety Audit and exceptions agreed;

(n) utilities diversions;

(o) topographical survey;

(p) identification of any land to be dedicated as highway;

(q) pre-construction health and safety information; and

(r) such other information as CDC reasonably considers necessary.

where relevant to the CDC highway works concerned;

"estimated costs" means the estimated costs agreed pursuant to paragraphs 5(1) and (5) of this Part of this Schedule;

"the excess" means the amount by which the local highway authority estimates that the costs referred to in paragraph 5(1) of this Part of this Schedule will exceed the estimated costs;

"local highway authority" means CDC in its capacity as highway authority;

"nominated persons" means the undertaker's representatives or the contractor's representatives on site during the carrying out of the CDC highway works as notified to the local highway authority from time to time;

"programme of works" means a document setting out the sequence and timetabling of the CDC highway works in question;

"Road Safety Audit" means an audit carried out in accordance with the Road Safety Audit Standard;

"Road Safety Audit Standard" means GG 119 or any successor document;

"utilities" means any pipes, wires, cables or equipment belonging to any person or body having power or consent to undertake street works under the 1991 Act; and

"winter maintenance" means maintenance of the road surface to deal with snow and ice during the winter months.

3. Prior approvals and security

(1) The CDC highway works must not commence until–

(a) the detailed design information and a programme of works has been submitted to and approved by the local highway authority;

(b) the local highway authority has agreed the bond sum for those works and the undertaker has provided security for the carrying them out as provided for in paragraph 8 of this Part of this Schedule or some other form of security acceptable to the local highway authority;

(c) the local highway authority has approved the audit brief and CVs for all Road Safety Audits and exceptions to items raised if appropriate for those works in accordance with the Road Safety Audit Standard;

(d) a Stage 2 Road Safety Audit has been carried out in respect of those works and all issues raised incorporated into an amended design approved by the local highway authority or any relevant exceptions approved by the local highway authority;

(e) the undertaker has agreed the commuted sum for those works with the local highway authority to be calculated in accordance with paragraph 9(2) of this Part of this Schedule;

(f) the undertaker has provided confirmation of ownership to the local highway authority for any land which is to be dedicated as highway following completion of the CDC highway works;

(g) the undertaker has obtained any necessary permits under the Traffic Management (Doncaster Borough Council) Permit Scheme Order 2019 (or any subsequent Permit Scheme Order made by the City of Doncaster Council to vary or replace that Order as may be relevant); and

(h) the undertaker has notified the Health and Safety Executive (if required) of those works and has provided CDC with a copy of that notification and any acknowledgement from the Health and Safety Executive.

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4. Carrying out of works

(1) The undertaker must prior to commencement of the CDC highway works give the local highway authority 28 days' notice in writing of the date on which that phase will start unless otherwise agreed with the local highway authority.

(2) The undertaker must comply with the local highway authority's usual road space booking procedures prior to and during the carrying out the CDC highway works and no CDC highway works for which a road space booking is required must commence without a road space booking having first been secured.

(3) The CDC highway works must be carried out to the satisfaction of the local highway authority in accordance with—

(a) the relevant detailed design information and a programme of works approved pursuant to paragraph 3(1) of this Part of this Schedule or as subsequently varied by agreement between the undertaker and the local highway authority;

(b) the Department for Transport's Manual for Streets, Design Manual for Roads and Bridges, Local Transport Note 1/20, the Specification for Highway Works (contained within the Manual of Contract Documents for Highways Works), all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016, and any amendment to or substitution thereof for the time being in force save to the extent that a departure from such standards has been approved by the local highway authority;

(c) such approvals or requirements of the local highway authority that are required by the provisions of paragraph 3 of this Part of this Schedule to be in place prior to the CDC highway works being undertaken, and which are not included in paragraph 3(1); and

(d) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker as client shall ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of the local highway authority.

(4) The undertaker must permit and require the contractor to permit at all reasonable times persons authorised by the local highway authority (whose identity must have been previously notified to the undertaker by the local highway authority) to gain access to the land upon which the CDC highway works are being carried out for the purposes of inspection and supervision and the undertaker must provide to the local highway authority contact details of the nominated persons with whom the local highway authority should liaise during the carrying out of the CDC highway works.

(5) At any time during the carrying out of the CDC highway works the nominated persons must act upon any reasonable request made by the local highway authority in relation to the carrying out of the CDC highway works as soon as practicable following such request being made to the nominated persons.

(6) If at any time the undertaker does not comply with any of the terms of this Part of this Schedule in respect of the CDC highway works having been given notice of an alleged breach and an adequate opportunity to remedy it by the local highway authority, the local highway authority, on giving the undertaker 14 days' notice in writing to that effect, is entitled to either—

(a) carry out and complete the CDC highway works and any maintenance works which the undertaker would have been responsible for on the undertaker's behalf; or

(b) carry out such necessary works of reinstatement of the highways and other land and premises of the local highway authority, and in either case the undertaker must within 28 days of receipt of the itemised costs pay to the local highway authority the costs so incurred by the local highway authority in undertaking this work.

(7) If at any time the undertaker, in carrying out the CDC highway works, causes any damage to the local road network not hereby authorised then the local highway authority is to give notice of such damage and allow the undertaker 14 days to remedy the damage. Should the undertaker fail to adequately remedy the damage to the satisfaction of the local highway authority, the local highway authority, on giving the undertaker 7 days' notice in writing to that effect, is entitled to carry out such necessary works deemed appropriate to remedy the damage, and the undertaker must within 28 days of receipt of the itemised costs pay to the local highway authority the costs so incurred by the local highway authority in undertaking this work.

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(8) Nothing in this Part of this Schedule prevents the local highway authority from carrying out any work or taking such action as deemed appropriate, without prior notice to the undertaker, in the event of an emergency or danger to the public. The cost to the local highway authority of such work or action being chargeable to and recoverable from the undertaker if the need for such action arises from the carrying out of the CDC highway works.

(9) The undertaker, in carrying out the CDC highway works, must at its own expense divert or protect all utilities as may be necessary to enable the CDC highway works to be properly carried out, and all agreed alterations to existing services must be carried out to the reasonable satisfaction of the local highway authority.

(10) In the event that the local highway authority incurs additional costs in the winter maintenance of the highway as a result of traffic management measures regulating the CDC highway works concerned (over and above the costs that would have been incurred in the absence of the CDC highway works being carried out), the undertaker must reimburse the local highway authority those additional costs, such costs to include any administration costs incurred.

(11) The undertaker must notify the local highway authority of the intended date of opening of the CDC highway works to public traffic not less than 14 days in advance of the intended date and the undertaker must notify the local highway authority of the actual date that such works are open to public traffic on each occasion within 14 days of that occurrence.

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5. Payments

(1) The undertaker must fund the whole of the cost of the CDC highway works and all costs incidental to the CDC highway works and must also pay to the local highway authority in respect of the CDC highway works a sum equal to the whole of any costs and expenses which the local highway authority reasonably incur, including costs and expenses for using external staff and resources as well as costs and expenses of using in-house staff and resources in relation to the CDC highway works and arising out of them and their implementation, including —

(a) the checking and approval of all design work carried out by or on behalf of the undertaker;

(b) costs in relation to agreeing the programme of works;

(c) the carrying out of the inspection of the CDC highway works; and

(d) all administrative costs in relation to paragraphs (a), (b) and (c), together comprising “the estimated costs”.

(2) The undertaker must pay to the local highway authority upon demand and prior to such costs being incurred the total costs that the local highway authority believe will be properly and necessarily incurred by the local highway authority in under-taking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the CDC highway works provided that this sub-paragraph does not apply to the making of any orders which duplicate orders contained in this Order.

(3) The undertaker and the local highway authority must agree a schedule of the estimated costs to be incurred pursuant to sub-paragraph (1) in respect of the CDC highway works prior to the commencement of those works.

(4) The undertaker must make the payments referred to in sub-paragraph (1) as follows—

(a) the undertaker must pay a sum equal to the agreed estimated costs to the local highway authority prior to the local highway authority undertaking those tasks in respect of the CDC highway works;

(b) if at any time or times after the payment referred to in paragraph (a) has become payable, the local highway authority reasonably estimates that the costs referred to in sub-paragraph (1) above will exceed the estimated costs, it may, provided that such excess has been agreed by variation to the schedule referred to in sub-paragraph (3), give notice to the undertaker of the excess and the undertaker must pay to the local highway authority within 28 days of the date of that notice a sum equal to the excess.

(5) Within 91 days of the issue of the final certificate for the CDC highway works the local highway authority must give the undertaker a final account of the costs referred to in sub-paragraph (1) and within 28 days from the expiry of the 91 day period —

(a) if the account shows a further sum as due to the local highway authority the undertaker must pay to the local highway authority the sum shown due to it in that final account; and

(b) if the account shows that the payment or payments previously made have exceeded those costs the local highway authority must refund the difference to the undertaker.

(6) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the party to whom it was due interest at 1% above the rate payable in respect of compensation under section 32 (rate of interest after entry on land) of the 1961 Act for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

6. Provisional certificate and defects and maintenance period

(1) Following completion of the CDC highway works and provided—

(c) the local highway authority and the undertaker have jointly inspected the CDC highway works, the local highway authority have provided the undertaker with a definitive list of any further works to be carried out (which will include any defects in or damage to the road surface water drainage system) and those works have been completed without unreasonable delay to CDC's reasonable satisfaction;

(d) the undertaker has provided a plan clearly identifying the extent of any land which is to become highway maintainable at public expense by the local highway authority upon the issue of the final certificate referred to in paragraph 7 of this Part of this Schedule;

(e) the undertaker has provided confirmation that any additional land which is to be dedicated as highway maintainable at public expense is so dedicated; and

(f) the as built information has been provided to the local highway authority,

the local highway authority must issue a provisional certificate of completion in respect of the CDC highway works, such certificate not to be unreasonably withheld or delayed.

(2) Subject to sub-paragraph (3) the undertaker must at its own expense remedy any and all defects attributable to the defecting construction of the CDC highway works as reasonably required to be remedied by the local highway authority and identified by the local highway authority during a period of 12 months from the date of the provisional certificate.

(3) The local highway authority will provide to the undertaker all information on any accident or incident resulting in damage to the highway which occurs in any phase of the CDC highway works during the period of 12 months referred to in sub-paragraph (2).

(4) The undertaker must submit Stage 4 Road Safety Audits for each phase of the CDC highway works as required by and in line with the timescales stipulated in the Road Safety Audit Standard. The undertaker must comply with the findings of the Stage 4 Road Safety Audits and be responsible for all costs of and incidental to such audits.

7. Final certificate

(1) The undertaker must apply to the local highway authority for the issue of the final certificate in respect of the CDC highway works at the expiration of the 12 month period referred to in paragraph 6(2) of this Part of this Schedule or, if later, on the date on which any defects or damage arising during that period which are the responsibility of the undertaker under the provisions of paragraph 6 of this Part of this Schedule have been made good to the reasonable satisfaction of the local highway authority.

(2) If the provisions of sub-paragraph (1) are satisfied the local highway authority must issue a final certificate for the CDC highway works concerned, such certificate not to be unreasonably withheld or delayed.

8. Security

The CDC highway works must not commence until the undertaker secures a bond from a bondsman first approved by the local highway authority drafted substantially as detailed in Form [1] contained in paragraph [16] of this Part of this Schedule, or such other form that may be agreed between the undertaker and the local high-way authority, to indemnify the local highway authority against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the CDC highway works under the provisions of this Part of this Schedule, provided that the maximum liability of the bond does not exceed the bond sum.

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(2) Each bond sum is to be progressively reduced as follows(a) on receipt of written confirmation (including receipt of receipted invoices evidencing payments made by the undertaker to the contractors) from the undertaker of the payments made from time to time to the contractor ("the submission"), the local highway authority may in writing authorise the reduction of the bond sum by such proportion of the bond sum as amounts to 75% of those payments provided that —

(ii) an evaluation of the CDC highway works completed and remaining has been carried out by the undertaker and audited and agreed by the local highway authority to ensure that the stage of completion of the works is relative to the payments made by the undertaker to the contractors (the local highway authority will only be required to provide the said authorisation if it is satisfied that the monies remaining secured by the bond sum will be sufficient to cover all remaining costs and liabilities anticipated to be incurred in completing the CDC highway works plus an additional 10%); and

(iii) the operation of paragraph (a) will not enable the overall reduction of the bond to be greater than 75% of the original bond sum;

(b) within 20 working days of completion of the CDC highway works (as evidenced by the issuing of the provisional certificate pursuant to paragraph 6(1) of this Part of this Schedule) the local highway authority must in writing release the bond provider from its obligations in respect of 75% of the bond sum save insofar as any claim or claims have been made against the bond and/or liability on its part has arisen prior to that date; and

(c) within 20 working days of the issue of the final certificate for the CDC highway works referred to in paragraph 7 of this Part of this Schedule the local highway authority must in writing release the bond provider from all its obligations in respect of the bond save insofar as any claim or claims have been made against the bond or liability on its part has arisen prior to that date.

9. Commuted sums

(1) Prior to the issue of the final certificate in respect of any CDC highway works the undertaker must pay to the local highway authority any commuted sums payable in respect of those works calculated as provided for in sub-paragraph (2).

(2) The rates to be applied in calculating the commuted sums payable must be calculated in accordance with the City of Doncaster Council's commuted sum methodology prior to commencement of the CDC highway works.

10. Insurance

The undertaker must prior to commencement of the CDC highway works effect public liability insurance with an insurer in the minimum sum of £10,000,000.00 (ten million pounds) for any one claim against any legal liability for damage loss or injury to any property or any person arising out of or in connection with the execution of the CDC highway works or any part thereof by the undertaker.

11. Indemnity

(1) The undertaker must in relation to the carrying out of the CDC highway works take such precautions for the protection of the public and private interest as would be incumbent upon it if it were the local highway authority and must indemnify the local highway authority from and against all costs, expenses, damages, losses and liabilities arising from or in connection with or ancillary to any claim demand action or proceedings resulting from the design and carrying out of the CDC highway works, provided that —

(a) the foregoing indemnity shall not extend to any costs, expenses, liabilities and damages caused by or arising out of the neglect or default of the local highway authority or its officers, servants, agents or contractors or any person or body for whom it is responsible;

(b) the local highway authority must notify the undertaker upon receipt of any claim specifying the nature of the indemnity liability in reasonable detail;

(c) the local highway authority must not make any admission of liability, settlement or compromise without the consent of the undertaker (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand provided that –

(i) if the undertaker does not respond to a written request for consent within 14 days of that request, consent is deemed to have been granted;

(ii) if the undertaker withholds consent and has sole conduct of any settlement or compromise or of any proceedings, the undertaker must pursue the matter diligently and must indemnify the local highway authority against any costs, expenses, damages, losses or liabilities incurred by the local highway authority as a result of that conduct, including any increase in the amount of the claim attributable to the undertaker's conduct.

(2) The local highway authority must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands and penalties to which the indemnity under this paragraph applies where it is within the local highway authority's reasonable gift and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of the local highway authority's control.

12. Road Safety Audits

(1) The undertaker must not engage or permit the engagement of any audit team unless that audit team has first been approved by the local highway authority as suitable to undertake Road Safety Audits in accordance with the Road Safety Audit Standard.

(2) At any time during the detailed design stages the local highway authority may require that an interim Road Safety Audit be carried out in accordance with the Road Safety Audit Standard and be submitted to the local highway authority and if so required by the local highway authority any recommendations in such interim report must be implemented to the local highway authority's satisfaction.

(3) Prior to the approval of the detailed design information for any CDC highway works, a Stage 2 Road Safety Audit must be carried out in respect of those works in accordance with the Road Safety Audit Standard and must be submitted to the local highway authority and if so required by the local highway authority any recommendations made in the Stage 2 report must be implemented to the local highway authority's satisfaction.

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(4) Prior to the issue of the provisional certificate in respect of any CDC highway works, a Stage 3 Road Safety Audit must be carried out for those works in accordance with the Road Safety Audit Standard and must be submitted to the local highway authority and if so required by the local highway authority any recommendations made in the Stage 3 report must be implemented to the local highway authority's satisfaction.

(5) A Stage 4 11-month monitoring report carried out in accordance with the Road Safety Audit Standard in respect of each phase of the CDC highway works must be submitted to the local highway authority no sooner than 8 weeks and no later than 12 weeks from the date when a complete year of accident data is available following the first anniversary of the opening of that phase for public use and if so required by the local highway authority any recommendations made in the 11-month report must be implemented to the local highway authority's satisfaction.

(6) Following receipt of the 11-month report in respect of a phase the local high-way authority may require that a Stage 4 36-month monitoring report be submitted for that phase in accordance with the Road Safety Audit Standard no sooner than 8 weeks and no later than 12 weeks from the date when three complete years of accident data is available following the third anniversary of the opening of that phase of the CDC highway works for public use and if so required by the local highway authority any recommendations in the 36-month report must be implemented to the satisfaction of the local highway authority and the undertaker must secure by the deposit of a bond with the local highway authority a sum equivalent to the local highway authority's reasonable estimate of the cost of the potential liability of the undertaker in respect of works arising from the 36-month report prior to the issue of the final certificate.

13. Approvals

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(1) Any approvals, certificates, consents or agreements required or sought from or with the local highway authority pursuant to the provisions of this Part of this Schedule must not be unreasonably withheld or delayed and must be given in writing.

14. Street lighting

Deleted: 15

Notwithstanding any other provision of this Order, the design and installation of any street lighting must be carried out by the local highway authority at the cost of the undertaker.

Form [1] – form of bond

BY THIS BOND DATED [●] of [●]

RWE Renewables UK Solar and Storage Limited incorporated and registered in England and Wales with company number 14539260 whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB ("the undertaker")

[XXX] (Company Registration Number **[XXX]**) whose registered office is at **[XXX]** (the "Surety"),

are held and firmly bound to:

CITY OF DONCASTER COUNCIL of Civic Office, Waterdale, Doncaster DN1 3BU ("the Council")

in the maximum aggregate total sum of £[●] pounds to be paid to the Council for the payment of which sum the undertaker and the Surety bind themselves their successors and assigns.

1. The undertaker has agreed Protective Provisions with the Council which are included in Part **[x]** (for the protection of highway authorities) of Schedule **[xx]** (protective provisions) to the Tween Bridge Solar Farm Order 202[●] in which the undertaker was given the right at its own expense and subject to conditions to carry out temporary and permanent works, operations and activities in order to facilitate the construction, operation and maintenance of the Tween Bridge Solar Farm DCO Project (the "Highway Works").

2. This Bond is required under the said Protective Provisions.

NOW THE CONDITION of the above-written Bond is such that if the undertaker shall fail to duly perform and observe all the terms, provisions conditions and stipulations of the said Protective Provisions on the undertaker's part to be performed and observed according to the true intent and meaning thereof the Surety shall promptly, subject to the provisions of this Bond, pay to the Council a sum or sums demanded by them upon receipt by the Surety of a demand from the Council, in writing, stating that the undertaker is in breach of the Protective Provisions and stating the nature of the breach up to the amount of the above-written Bond PROVIDED ALWAYS that the giving by the Council of any extension of time for performing the said Protective Provisions or any stipulations therein contained and on the part of the undertaker to be performed or any other forgiveness or forbearance on the part of the Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond.

ANNEX – Part 2

DCO 9.2: Could NLC and CDC please provide representations on the protective provisions at part 10 of schedule 14 to the dDCO [REP5-003]?

Introduction

1. CDC submitted its proposed local highway authority Protective Provisions ("**PPs**") into the Examination as a late Deadline 4 submission **[**REP4-084]. The Applicant included an amended form of these PPs in its Deadline 5 dDCO [REP5-003]. Outside the Examination, the Applicant has explained its reasons for certain of the amendments to CDC and CDC has replied to that explanation. Discussions on the PPs are continuing. The text below sets out CDC's position in respect of the Applicant's proposed PPs and should be read alongside CDC's updated PPs which are set out at Part 1 to this Annex.

Paragraph 2 (interpretation): the definition of "the bond sum"

2. The Applicant has amended the definition of "the bond sum" which was included in CDC's Deadline 4 version of the PPs [REP4-084] by removing from it the reference to the commuted sum. It has been amended as follows –

> "the bond sum" means the sum equal to 110% of all the costs of the carrying out the CDC highway works concerned ~~**and 100% of the commuted sum relating to the CDC highway works or such other sum agreed between the undertaker and the local highway authority**~~;

3. The reason given to CDC for the amendment was: "This goes beyond the CDC framework highways agreement and is not standard in more recent PPs, so definition amended on that basis". As explained below, the Applicant's reason is not correct.

Background: the need for the bond to include the commuted sum

4. CDC's standard section 278 agreement defines the "**Bond Amount**" as –

> "the sum calculated by the Council as being the **Cost of Works** and deposited by the Developer with the Council and held by the Council in a separate non-interest bearing account".

5. The "**Cost of Works**" is defined as –

> "[£XXX] being the sum that in the reasonable opinion of the Proper Officer is the cost of carrying out and maintaining the Highway Works in accordance with the terms of this agreement". [Emphasis added].

6. The maintenance of highways works is secured by the Commuted Sum, as the definition of that term shows –

> "the sum of £// … towards the future cost to the Council of maintaining or replacing the Highway Works".

7. Since completed highway works will leave a highway authority with new asset liabilities, a bond should cover the construction costs of completing the highway works and the maintenance costs (i.e. it should include the commuted sum). If the commuted sum were left unsecured by the bond, while the highway authority could rely on the bond to complete the highway works, it would have to pay for the maintenance of the new assets itself. That would defeat a purpose of the bond, which is to protect the public purse. This position is not controversial and is followed throughout the country.

8. The inclusion of the commuted sum within the bond sum is aligned with CDC's usual approach to section 278 agreements.

The Applicant's comment "this goes beyond the CDC framework highways agreement"

9. This is not correct. The CDC framework highways agreement was entered into by CDC and the Fenwick Applicant on 20th August 2025 and it requires the parties to finalise a further version of the agreement post-consent, before any works under Part 3 of the Fenwick Order are commenced.

10. Additional information (which is not included in the framework document) will be included in the post-consent document. The provisions that will be added to the post-consent document are highlighted yellow in the framework document and include the Cost of Works, the Drawings numbers and the amount of the Commuted Sum. The definitions of "Bond Amount", "Cost of Works" and "Commuted sum" are the same as those set out above. Put simply, the Commuted Sum will apply to the post-consent framework agreement.

The Applicant's comment "this is not standard in more recent PPs"

11. While CDC has not carried out an exhaustive analysis of the definition of "the bond sum" in recent PPs, it is aware that similar definitions are included in the London Luton Airport Expansion Development Consent Order 2025 (SI2025/463) (paragraph 54(1) of Part 6 of Schedule 8[3]) and the Northampton Gateway Rail Freight Interchange Order 2019 (SI2019/1358) (paragraph 2(1) of Part 3 of Schedule 13[4]).

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[3] "bond sum" means the sum equal to 150% of the costs of carrying out the specified works (**to include all the costs plus the commuted sum**) or such other sum agreed between the undertaker and the relevant highway authority; [Emphasis added].

[4] "the bond sum" means the sum equal to 110% of all the costs of the carrying out of the phase of the county highway works concerned **and 100% of the commuted sum relating to that phase** or such other sum agreed between the undertaker and the local highway authority; [Emphasis added].

12. In any event, since the purpose of these PPs is to protect CDC in the context of this project, the fact that a different local authority elsewhere in England has agreed different PPs for a different project is of questionable relevance and is certainly less relevant than the fact that the approach in CDC's Tween Bridge PPs is consistent with CDC's usual approach (including the approach followed in the Fenwick DCO).

13. In summary, CDC's preferred definition of "bond sum" is the same as that used in its standard s.278 agreement and in the Framework highways agreement. It is also consistent with the definition included in recently made DCOs. In the light of these points, the reference to 100% of the commuted sum should be retained in the definition of "the bond sum". The reference has been included in CDC's Deadline 6 PPs.

Paragraph 2 (interpretation): the definition of "the commuted sum"

14. The Applicant has amended the definition of "the commuted sum" which was included in CDC's Deadline 4 PPs [REP4-084] by removing from it examples of commuted works. It has been amended as follows –

> "commuted sum" means such sum as calculated for each phase as provided for in paragraph 9(2) of this Part of this Schedule and to be used to fund the future cost of maintenance of the CDC highway works ~~**and which may be required for the following infrastructure items: highway trees/ and hedgerows; sustainable drainage, linear drainage units; traffic signals and associated equipment; highway structures; bespoke materials; grass verges and soft landscapes; street lighting equipment including any bespoke equipment; CCTV camera and associated equipment; and vehicle restraint systems**~~;

15. The reason given for the omission was: "It would be helpful to understand the extent to which these align with CDC policy re commuted sums where proceeding by s278".

16. The omitted words align with CDC's policy regarding commuted sums where proceeding by section 278 agreement. CDC's publicly available document City of Doncaster Council (CDC) S278 Agreement – Guidance Notes includes (on the fourth page) the following text –

Commuted Sums may be required for some items of infrastructure these include:

- Highway Trees/ Hedgerows
- Sustainable Drainage, Linear Drainage Units
- Traffic Signals and associated equipment
- Highway Structures
- Bespoke Materials
- Grass Verges/ Soft Landscapes
- Bespoke Street Lighting Equipment
- CCTV Camera and associated equipment
- Vehicle Restraint System (VRS)

17. The definition of "commuted sum" in CDC's preferred PPs is consistent with the above text. In the light of this, the omitted words should be retained in the definition of "commuted sum", and these have been included in CDC's Deadline 6 PPs.

Paragraph 3 (prior approvals and security)

18. The Applicant has omitted one of the items which was listed in paragraph 3 of CDC's Deadline 4 PPs [REP4-084], namely –

> ~~(9) No works must commence on any phase of the CDC highway works until the undertaker has obtained any necessary permits under the Traffic Management (Doncaster Borough Council) Permit Scheme Order 2019 (or any subsequent Permit Scheme Order made by the City of Doncaster Council to vary or replace that Order as may be relevant).~~

19. The Applicant has explained the omission as follows: "Not required here, as this is already (now) a requirement of article 12 of the Order".

20. Article 12 (application of the permit scheme) concerns the modification of the permit scheme regime. The inclusion of paragraph 3(9) serves a different purpose: it forms part of a comprehensive list (in the same place) of what must be done before highway works can commence. On this basis, this provision should be retained and has been included in CDC's Deadline 6 PPs.

Paragraph 4 (carrying out of works)

21. The Applicant has omitted sub-paragraphs (1) and (2) from paragraph 4, which was included in CDC's Deadline 4 PPs [REP4-084] –

> ~~"(1) The undertaker must prior to commencement of each phase of the CDC highway works give the local highway authority 28 days' notice in writing of the date on which that phase will start unless otherwise agreed with the local highway authority.~~

~~(2) The undertaker must comply with the local highway authority's usual road space booking procedures prior to and during the carrying out of each phase of the CDC highway works and no CDC highway works for which a road space booking is required must commence without a road space booking having first been secured".~~

22. The Applicant has explained the omission as follows: "These effectively duplicate matters covered by the CDC permit scheme, which is now addressed by article 12 of the Order".

23. CDC considers these sub-paragraphs are helpful because, again, they explain (in the same place) what must be done before works can begin. The provisions have been retained in CDC's Deadline 6 PPs.

Paragraph 4 (carrying out of works)

24. The Applicant has omitted sub-paragraphs (3)(c) from paragraph 4, which was included in CDC's Deadline 4 PPs [REP4-084] –

> "The CDC highway works must be carried out to the satisfaction of the local highway authority in accordance with –
>
> ...
>
> ~~(c) such approvals or requirements of the local highway authority that are required by the provisions of paragraph 3 of this Part of this Schedule to be in place prior to the relevant phase of the CDC highway works being undertaken; and~~ ..."

The Applicant has explained the omission as follows: "This seems to be covering the same ground as 4([3])(a)?". Paragraph 4(3)(c) is meant to cover different ground from paragraph 4(3)(a); however, CDC acknowledges that the drafting of the former could be clearer. In its Deadline 6 PPs, CDC has included an amended version of paragraph 4(3)(c) i.e. –

> "(c) such approvals or requirements of the local highway authority that are required by the provisions of paragraph 3 of this Part of this Schedule to be in place prior to the relevant phase of the CDC highway works being undertaken **and which are not included in paragraph 3(1)**; and"

Paragraph 4 (carrying out of works)

25. Regarding paragraph 4(6) and (7), CDC has asked the Applicant to confirm why the timeframes proposed by CDC in its Deadline 4 PPs [REP4-084] are unacceptable. CDC considers the proposed timeframes are acceptable and has retained them in its Deadline 6 PPs.

Paragraph 4 (carrying out of works)

26. Regarding paragraph 4(11), CDC has asked the Applicant to confirm why the undertaker is only required to notify CDC of the intended day of opening of certain of the CDC highway works, but not the opening of all of them. It is surely essential that CDC is informed of all openings and providing the information will not be onerous for the Applicant. Since the Applicant's explanation for the omission is awaited, CDC has retained its original drafting in the Deadline 6 PPs.

Paragraph 5 (payments)

27. The Applicant has omitted sub-paragraph (2) from paragraph 5, which was included in CDC's Deadline 4 version of the PPs [REP4-084] –

> ~~**"(2) The undertaker must pay to the local highway authority upon demand and prior to such costs being incurred the total costs that the local highway authority believe will be properly and necessarily incurred by the local highway authority in under-taking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the CDC highway works provided that this sub-paragraph does not apply to the making of any orders which duplicate orders contained in this Order".**~~

28. The Applicant has explained the omission as follows: "This goes further than the framework highways agreement, so presumably does not reflect CDC's approach generally and these costs would appear to be caught by 5(1) in any event".

29. The Applicant's presumption is incorrect. Deleted paragraph 5(2) reflects CDC's general approach to TRO costs. Clause 5.2(b)(iii) of CDC's template s.278 agreement says –

> "5.2 In order to obtain the pre-commencement certificate the Developer shall:
>
> ...
>
> (b) pay to the Council:
>
> ...
>
> (iii) **all legal, administrative and construction costs incurred by the Council in connection with any amendments required to existing Traffic Regulation Orders or the promotion of new Traffic Regulation Orders arising as a consequence of the Highway Works**"; [Emphasis added].

30. Rather than rely on clause 5(1) as a catch-all (as proposed by the Applicant), it would be preferable to set out clause 5(2) as a separate provision because it gives the undertaker a checklist of what costs might become payable. It will be remembered that, in the light of article 8 (consent to transfer benefit of order) of the dDCO [REP5-003], the undertaker could be someone other than RWE Renewables UK Solar and Storage Limited and while CDC considers this level of transparency will be helpful in any event, it would be particularly helpful in circumstances where the benefit of the order has been transferred since it will obviate the need for a discussion about matters which are included on the face of the Order. Paragraph 5(2) has been retained in CDC's Deadline 6 PPs.

Paragraph 6 (provisional certificate and defects and maintenance period)

31. The Applicant has omitted paragraph 6(3), which was included in CDC's Deadline 4 version of the PPs [REP4-084] –

> ~~**"(3) The local highway authority will provide to the undertaker all information on any accident or incident resulting in damage to the highway which occurs in any phase of the CDC highway works during the period of 12 months referred to in sub-paragraph (2)".**~~

32. The Applicant's reason for the omission is: "What is intended here? Not all damage to the highway will necessarily be attributable to the undertaker, if this is intended to link to financial / compensation provisions".

33. The intention in paragraph 6(3) is to require CDC to provide information to the undertaker. CDC agrees it does not follow that not all damage to the highway will be attributable to the undertaker and the provision of information will assist in that regard. Paragraph 6(3) has been retained in CDC's Deadline 6 PPs.

Paragraph 6 (provisional certificate and defects and maintenance period)

34. The Applicant has omitted paragraph 6(4), which was included in CDC's Deadline 4 version of the PPs [REP4-084] –

> ~~**"(4) The undertaker must submit Stage 4 Road Safety Audits for each phase of the CDC highway works as required by and in line with the timescales stipulated in the Road Safety Audit Standard. The undertaker must comply with the findings of the Stage 4 Road Safety Audits and be responsible for all costs of and incidental to such audits".**~~

35. The Applicant's reason for the omission is: "As per comments on highways agreement, given nature of works proposed and frequency of proposed use, these are unlikely to be relevant / proportionate in this case".

36. CDC disagrees. Paragraph 6(4) must be retained because an RSA4 might still be required, even in circumstances where minor works are proposed. The Fenwick framework agreement and s.278 template agreement both include provision for RSA4. (In the light of this, paragraphs 13(5) and (6) (road safety audits) which were knock-on deletions must also be retained). These deleted provisions have been included in CDC's Deadline 6 PPs.

Paragraph 8 (security)

37. CDC's corporate position is that a bond or cash deposit is an acceptable form of security. CDC's Deadline 4 PPs [REP4-084] referred to "a bond from a bondsman". The Applicant, in its Deadline 5 dDCO [REP5-003] added the words "(or other form of security as agreed with CDC)". CDC has asked what the Applicant has in mind here and has also confirmed the corporate position. CDC would be content for a reference to a cash deposit to be included in the PPs and has explained the same to the Applicant. The Applicant's reply is awaited and so, in the meantime, CDC has deleted "(or other form of security as agreed with CDC)" from its Deadline 6 PPs.

Paragraph 11 (indemnity)

38. In paragraph 11(1)(c), CDC has responded to the Applicant's amendments by adding (in the Deadline 6 PPs) safeguards to protect CDC's interests in the event the Applicant decides to pursue sole conduct of any settlement or compromise or any proceedings necessary to resist any claim or demand.

Paragraph 11 (indemnity)

39. Paragraph 11(2) was included by the Applicant in its Deadline 5 dDCO. The final sentence goes beyond what is included in CDC's s.278 template and, on that basis, it has been omitted.

General - phasing

40. CDC's Deadline 4 PPs [REP4-084] provided for the CDC highway works to be carried out in phases. The drafting was aimed to be consistent with the way in which the dDCO Requirements are drafted, and which similarly refer to the authorised development proceeding in phases. The Applicant has removed the reference to phasing from the PPs and CDC has queried the omission. CDC has not agreed to the removal of the phasing drafting and looks forward to discussing the point further with the Applicant after Deadline 6.