Submission ID: S8855954F

This submission concerns only the compulsory acquisition land powers sought in the draft Order. I do not oppose the principle of the development and accept that it is supported by national policy. My comments go to the tests in sections 122 and 127 of the Planning Act 2008.

The applicant seeks permanent freehold acquisition of 202 plots totalling approximately 1,727.66 hectares — around 94 per cent of the 1,831-hectare Order Limits. Only about 90 hectares is taken by rights rather than purchase. That total does not appear in any application document; I have derived it by matching Appendix 3, Table 2 of the Statement of Reasons Revision 4 [REP4-007] to the plot areas in Part 1 of the Book of Reference Revision 5 [REP3-012].

The applicant's own documents indicate freehold is not necessary. The Grid Connection Statement Revision 3 records that voluntary leasehold options have been negotiated across all Panel Areas covering all scheme infrastructure including cabling (4.1.1). The Statement of Reasons records 25 concluded Option Agreements (13.1.8) and confirms that compulsory powers are retained over all the land "even where option agreements have been concluded" (6.2.9). The Funding Statement Revision 3 states that using the powers is "not envisaged" (5.1.4).

The schedule also departs from the stated policy. Paragraph 7.4.4 says the freehold of cable and access land will not be acquired, yet 51 of the 202 plots carry no solar arrays: 39 are for cabling, laydown or access only, seven for habitat only, and three for an access track alone. Every substation and battery plot is bought outright; none is taken by rights anywhere in the scheme.

On section 127, at Deadline 5 the draft Order contained no protective provisions for National Grid Electricity Transmission, Northern Powergrid, National Highways or the Internal Drainage Boards, and six statutory undertakers who sought a consent mechanism were refused.

I ask that the land powers be tested plot by plot, and that freehold be authorised only where no lesser interest will suffice. The attached submission sets out the evidence, twelve questions for the applicant and ten requested measures.

Ministry of Housing, Communities & Local Government

Ministry of Housing, Communities & Local Government
2 Marsham Street
London
SW1P 4DF

Our reference: TO2026/08086

Annette Exley

[redacted]@icloud.com

10 April 2026

Dear Annette Exley,

Thank you for your correspondence dated 16 February regarding the Tween Bridge Solar Farm. This Department has policy responsibility for the Nationally Significant Infrastructure Projects (NSIPs) consenting regime under the Planning Act 2008, which these proposals come under.

Appreciating the concerns raised in your letter, I hope you will understand that it would be inappropriate for this Department to make any comment on these proposals and their merits or otherwise. We can only advise on the process that such proposals would go through, and where there is opportunity for persons such as yourself and others within local communities to register their views/objections to them.

According to the Planning Inspectorates website, the application is currently in pre-examination, which typically lasts around three months.

Following pre-examination the application will enter examination. During examination, members of the public, local communities and other interested parties are able to submit views on the proposals in question. In addition to submitting written representations, relevant local authorities could also submit local impact reports setting out the potential impacts of the proposed scheme on their areas and how those impacts should be mitigated. These processes allow for objections or concerns to be aired and taken into account by the Examining Authority in their examination of the proposals.

Very careful consideration is given by the Examining Authority during the examination process to all the important and relevant matters, including representations made, any supporting evidence submitted, and answers provided to its questions set out in writing or posed at hearings.

Once the examination closes, a report and recommendation is provided to the relevant Secretary of State – in this case, the Secretary of State for Energy and Net Zero - who will determine whether to grant or refuse development consent.

The National Security and Investment Act 2021 allows the government to scrutinise and intervene in certain acquisitions made by anyone, including businesses and investors, that could harm the UK's national security.

With regard to your request for confirmation of a central record of cumulative freehold acquisitions associated with renewable energy infrastructure, there is no single

cross-government database that tracks ownership changes of land linked to individual infrastructure projects beyond existing statutory registers, including the Land Registry.
I hope this provides some reassurance that this proposal will be thoroughly scrutinised and considered before any decision is taken on whether consent should or should not be granted.

Thank you for taking the time to write to us.

Yours sincerely,

Shuma
Correspondence Unit

DRAFT for review. Check every figure and reference against the source documents before submitting. Delete this box before sending.

Tween Bridge Solar Farm – EN010148

Additional submission on the extent of permanent freehold acquisition and the acquisition of statutory undertakers' land

To	The Examining Authority, The Planning Inspectorate
From	Annette Exley, The Old Vicarage, Thornton Steward, Ripon, North Yorkshire HG4 4BB
Date	[insert date]
Project	Tween Bridge Solar Farm, application reference EN010148

Summary

The applicant asks to buy, permanently and outright, **1,727.66 hectares — 4,269 acres — being 94 per cent of the 1,831-hectare site.** The remaining six per cent is taken by rights and temporary powers. Development consent lasts 40 years. The ownership does not expire, and nothing in the Order requires the land to be returned.

The applicant's own documents say it does not need to buy the land:

- It has already negotiated **voluntary leasehold options across all Panel Areas**, which it says secure everything the Scheme needs including cabling (Grid Connection Statement, 4.1.1).
- It has secured **25 Option Agreements** where the solar panels are proposed (Statement of Reasons, 13.1.8).
- It expects never to use the powers: using them is **"not envisaged"** (Funding Statement, 5.1.4).
- It keeps them over all the land anyway, **"even where option agreements have been concluded"** (Statement of Reasons, 6.2.9).

The schedule does not match the justification. The applicant says freehold is only for the panels, habitat land, substations and batteries, and that cable and access land **"will not be acquired compulsorily"** (7.4.4). Yet **51 of the 202 plots carry no solar panels at all**: 39 are for cabling, laydown or access only, seven are for habitat only, and three are for an access track alone.

At the electrical infrastructure the pattern is absolute. **All eight substation plots and all six battery plots are bought outright. Not one is taken by rights anywhere in the Scheme.**

Meanwhile the connection this all depends on is not fixed. The connection point has no agreed location, the window is 2031 to 2035, the export cable route lies outside this Order, and the applicant has **refused to link the acquisition powers to obtaining a grid connection** at all. The final investment decision has not been taken. At Deadline 5 the draft Order contained **no protective provisions for National Grid**, and six statutory undertakers who asked for a say before their land is taken were all refused.

The land also comes with the water. Buying 1,727 hectares of drained peatland transfers control of the drainage regime in a landscape where Natural England identifies water management as the control on wildfire spread, and where a fire on Hatfield Moors burned for 22 days in 2020. No obligation governs that management after 2072.

I do not ask for the Scheme to be refused. I ask that the land powers be tested plot by plot against section 122(2), and granted only where no lesser interest will do.

1. Request for acceptance

I am not a registered Interested Party and I recognise that the principal deadlines have passed. I respectfully ask the Examining Authority to accept this submission at its discretion.

The matters raised arise from the applicant's most recent documents — the Statement of Reasons Revision 4 [REP4-007], the Book of Reference Revision 5 [REP3-012], the Grid Connection Statement Revision 3 [REP1-014], the Statement of Common Ground with National Grid Electricity Transmission Revision 3 [REP5-053] and the Justification for the Applicant's Preferred Protective Provisions Revision 2 [REP5-039]. Several were filed at Deadline 5. They go to the tests in sections 122 and 127 of the Planning Act 2008, which the Examining Authority must address before the examination closes.

2. Scope of this submission, and what is not contended

I do not contend that development consent should be refused. I accept that solar photovoltaic generation is Critical National Priority infrastructure under paragraph 4.2.4 of National Policy Statement EN-1, that substantial weight attaches to the need case, and that the principle of the development is supported by policy.

This submission concerns the **land powers** sought in the draft Order, and nothing else. The question is not whether the scheme should be built, but whether the applicant has demonstrated that the interests it seeks to take are no more than reasonably required, and whether statutory undertakers' land can be acquired consistently with section 127.

3. The extent of the freehold sought

Appendix 3, Table 2 of the Statement of Reasons Revision 4 lists **202 plots** for permanent freehold acquisition. Table 3 lists **230 plots** for permanent rights and restrictive covenants only. Cross-referring those plots to the areas recorded in Part 1 of the Book of Reference Revision 5 gives:

	Plots	Area
Permanent freehold acquisition	202	**1,727.66 ha** (4,269 acres)
Permanent rights and covenants only	230	90.46 ha
Order Limits	–	1,831 ha

Freehold acquisition therefore covers approximately 94 per cent of the Order Limits. The land to be taken by rights rather than purchase amounts to some five per cent. The largest single plot, 11/22, extends to 171.82 hectares — on its own, nearly twice the total area taken by rights across the whole scheme.

These figures do not appear anywhere in the application documents. I ask the Examining Authority to require the applicant to confirm or correct them, and to state the total hectarage of freehold sought.

Precisely what is proposed to be purchased

Table 2 records, against each plot, the Work Numbers for which the land is required. Grouping the 202 plots by the purposes stated for them, and applying the areas in the Book of Reference, produces the following. I set it out in full because the composition of the acquisition is not otherwise apparent from any application document.

Stated purposes	Plots	Area
Solar arrays, cabling, access	92	540.6 ha
Solar arrays, cabling, habitat, access	14	350.5 ha
Solar arrays, cabling, laydown, access	19	257.5 ha
Solar arrays, cabling, substations, BESS, laydown, access	3	214.1 ha
Solar arrays, cabling, substations, laydown, access	2	100.2 ha
Solar arrays, cabling, habitat, substations, laydown, access	2	56.6 ha
Solar arrays, cabling, habitat, laydown, access	3	54.6 ha

Cabling and access only	**36**	**53.8 ha**
Habitat and green infrastructure only	**7**	**41.5 ha**
Solar arrays, cabling, habitat, BESS, laydown, access	1	31.0 ha
Cabling, habitat, access	5	15.2 ha
Solar arrays, cabling, substations, BESS, access	1	5.9 ha
Solar arrays and cabling	12	5.8 ha
Access only	**3**	**0.4 ha**
Solar arrays, cabling, habitat	1	0.1 ha
Solar arrays, cabling, BESS, laydown, access	1	<0.1 ha
Total	**202**	**1,727.66 ha**

Two figures follow directly. **151 plots totalling 1,616.8 hectares include the solar arrays themselves. The remaining 51 plots, totalling 110.9 hectares, do not.** Of those 51, **39 plots covering 54.2 hectares are proposed for outright freehold purchase where the only stated purposes are cabling, temporary laydown or access**, and a further seven plots covering 41.5 hectares — 2/16, 2/17, 2/68, 2/72, 12/14, 12/16 and 12/17 — are proposed for purchase where the only stated purpose is habitat and green infrastructure. Plots **3/4, 3/10 and 3/34** are proposed for purchase for access alone.

The applicant's own paragraph 7.4.4 states that the freehold of cable and access land will not be acquired compulsorily. On the face of Table 2, it is being acquired.

Every substation and battery plot is bought outright; none is taken by rights

The pattern at the electrical infrastructure is absolute. Cross-referring Tables 2 and 3:

- **Eight plots carry Work No. 4, the on-site substations** — 1/48, 1/56, 3/8, 3/29, 8/2, 9/20, 10/19 and 11/22, extending to **376.85 hectares**. All eight are in Table 2.
- **Six plots carry Work No. 5, the battery energy storage systems** — 1/48, 1/56, 2/8, 3/8, 3/33 and 11/22, extending to **251.05 hectares**. All six are in Table 2.
- **Not one plot carrying a substation or a battery compound appears in Table 3.** There is no instance anywhere in this application of substation or BESS land being taken by permanent rights rather than by purchase.

Together these are **ten plots covering 407.85 hectares**, including plot 11/22 at 171.82 hectares. The land carrying the substations that connect this Scheme to the national electricity transmission system, and the land carrying the battery storage, is to be owned outright without exception.

I do not suggest that operational infrastructure of this kind requires no security of tenure. I ask the Examining Authority to note, however, that the applicant has not explained why a long lease of the substation and battery compounds — which is what it has negotiated voluntarily elsewhere on the Scheme — would be insufficient, when Article 29 of the same Order contemplates acquiring no more than the subsoil where that will serve.

What the freehold carries with it

Freehold acquisition transfers more than the surface on which the Scheme sits. It carries control of the land drainage and water level regime across 1,727 hectares of a drained lowland peat landscape presently managed with two Internal Drainage Boards; control of watercourses, ditches and field drains within the Order Limits; and control of everything on and beneath the land, subject only to the Minerals Code incorporated by Article 24.

That matters here for a specific reason. As set out at section 8 below, Natural England has identified water management of the peatland as a control on the spread of wildfire in this landscape, following a fire on Hatfield Moors in 2020 that burned for 22 days. The Order Limits include 0.53 hectares of Thorne Moor Special Area of

Conservation and Thorne & Hatfield Moors Special Protection Area, and adjoin the Humberhead Peatlands National Nature Reserve.

Under a lease, the landowner and the drainage boards retain their interest in how the land is managed, and the reversion disciplines that management. Under freehold, they do not. The Outline Decommissioning Environmental Management Plan imposes no water management obligation after the operational period ends. **The question of what interest is taken is therefore not only a question of extent; it determines who controls the water regime of this landscape after 2072, and to whom they answer.**

4. Section 122(2) — the land taken is more than is reasonably required

Paragraph 11 of the Compulsory Acquisition Guidance requires the Secretary of State to be satisfied that the land to be acquired is no more than is reasonably required. Paragraph 6.2.4 of the Statement of Reasons asserts that the applicant has limited freehold acquisition "to where it is absolutely necessary and where required to ensure that the Applicant has the necessary exclusive possession and control of the land". Five matters in the applicant's own documents are inconsistent with that assertion.

(a) The applicant has already secured leasehold interests over the land it needs

Paragraph 4.1.1 of the Grid Connection Statement Revision 3 states:

> *"The Applicant has successfully negotiated voluntary option agreements for leasehold interests to allow for the construction, operation and decommissioning of the Scheme within all Panel Areas."*

Paragraph 4.3.1 adds that those agreements "include provision for all Scheme infrastructure, including cabling", and concludes that the applicant "has secured the necessary land, rights and interests to facilitate the construction and operation of 400kV cabling within the Order Limits".

If leasehold options negotiated voluntarily already secure what the scheme requires across all Panel Areas, the case that freehold is *absolutely necessary* across 1,727 hectares is not made out. What freehold adds is not operational control but the quality of the asset and its value on resale. Those are not matters section 122(2) is concerned with.

(b) The schedule contradicts the applicant's own stated policy

Paragraph 7.3.2 of the Statement of Reasons states that freehold is sought for land required for the solar arrays (Work No. 1), green infrastructure and habitat management (Work No. 3), the on-site substations (Work No. 4) and the battery energy storage systems (Work No. 5). Paragraph 7.4.4 states that for cable and access land "the freehold of that land will not be acquired compulsorily".

Table 2 does not follow that policy. On my reading, **39 plots** are listed for freehold where the only stated purpose is cabling (Work No. 2), temporary laydown (Work No. 7) or access (Work No. 8). Three plots — **3/4, 3/10 and 3/34** — are listed for outright freehold acquisition where the sole stated purpose is "works to facilitate access".

I ask the applicant to explain why the freehold of land required only for a buried cable or an access track must be acquired, when paragraph 7.4.4 of the same document says it will not be.

(c) The same category of work is treated in two different ways

Work No. 2 is cited on 192 plots listed for freehold and on 194 plots listed for rights only. Paragraph 7.5.4 explains the intended approach for cable land: take a wider corridor temporarily during construction, then acquire permanent rights over a lesser area once the route is fixed. If that approach is adequate for 194 plots, no explanation is offered as to why the freehold is required for a comparable number.

(d) Habitat land is to be bought outright

Thirty-three freehold plots cite Work No. 3, green infrastructure and habitat management. Seven — 2/16, 2/17, 2/68, 2/72, 12/14, 12/16 and 12/17 — cite it as their sole purpose. Landscape planting and biodiversity mitigation are not infrastructure requiring exclusive possession, and the justification at paragraph 6.2.4 does not extend to them.

(e) The applicant accepts that lesser interests can suffice

- Paragraph **7.4.11**: without the power to impose restrictive covenants the applicant "would need to acquire a greater extent of freehold land". The interests are expressly substitutable.
- **Article 29** permits acquisition of the subsoil only, its stated purpose being "to minimise so far as is possible the extent of interests that need to be acquired".
- Paragraph **7.2.12**: "detailed design may avoid acquisition of some of the land that is within the scope of compulsory acquisition powers" — an acceptance that the Order Land exceeds what will be taken.
- The **common land plots** (1/A to 1/E, 2/A and 3/A to 3/E) are excluded from compulsory acquisition altogether because an option agreement was considered sufficient. That is a worked example, within this application, of a lesser interest being adequate.

(f) None of the freehold land is exempted by agreement, by design

The proportion of the 1,727.66 hectares that genuinely requires compulsory acquisition, as distinct from land already secured by agreement, is not stated anywhere. It does not need to be, because the applicant has confirmed that the distinction makes no difference to the powers sought. Paragraph 6.2.9 of the Statement of Reasons:

> *"All of the Order Land will be retained in the Order **even where option agreements have been concluded with landowners**. This is to ensure that the Scheme is not impeded by the subsequent discovery (despite diligent enquiries) of any interests or private rights in that land, or by the inability to exercise the option agreements that have been secured for any reason."*

The only exception is the Common Land at plots 1/A to 1/E, 2/A, 2/B and 3/A to 3/E. **Every one of the 202 freehold plots — the whole 1,727.66 hectares — remains subject to compulsory acquisition powers regardless of whether agreement has been reached.**

Paragraph 13.1.8 records that the applicant has secured **25 Option Agreements with landowners where solar panels and supporting infrastructure are proposed**, together with three agreed easements and one agreed set of Heads of Terms for the cable routes. Paragraph 4.1.1 of the Grid Connection Statement puts it more broadly still: voluntary option agreements for leasehold interests have been negotiated within *all* Panel Areas.

The Funding Statement Revision 3 goes further. At paragraph 5.1.4 the applicant states that **"in the event the Applicant had to utilise the compulsory acquisition powers provided for in the Draft DCO… to deliver the Scheme, *which is not envisaged*, the cost of acquiring the land within the Order Limits could be up to £100 million."**

The applicant therefore does not expect to use the powers it asks for. That is candid, and it is consistent with the option agreements already in place. But it is difficult to reconcile with paragraph 6.2.4, which says freehold acquisition has been limited to where it is *absolutely necessary*. Powers retained as a contingency against the discovery of unknown interests, or against the failure of options already concluded, are prudent commercial practice. They are not the same as a demonstrated requirement, which is what section 122(2) asks for.

I invite the Examining Authority to ask the applicant to state, in hectares and as a percentage of the 1,727.66 hectares, how much of the freehold land is *not* already the subject of a concluded option agreement or Heads of Terms. That figure would show the true extent of the land for which compulsory powers are actually needed, and it is not in any application document.

5. Section 127 — acquisition of statutory undertakers' land

Sections 127(2) and 127(5) permit compulsory acquisition of statutory undertakers' land and rights only where the Secretary of State is satisfied this can occur without serious detriment to the undertaking. Paragraph 9.2.4 of the Statement of Reasons asserts that those tests are satisfied. The position at Deadline 5 does not support that assertion.

(a) No protective provisions for NGET are in the draft Order

Paragraph 4.6 of the Justification for the Applicant's Preferred Protective Provisions Revision 2, filed at Deadline 5:

> *"agreement has not been reached… The Applicant does not consider that there has been sufficient progress on the outstanding matters in Table 4 to justify inclusion of the protective provisions in the Draft DCO [Revision 8] at Deadline 5. The Applicant is committed to continued engagement with NGET and will include the protective provisions in the Draft DCO at Deadline 6."*

The same applies to Northern Powergrid, National Highways and the Internal Drainage Boards. At the final substantive deadline, therefore, the draft Order contains no protective provisions for the transmission owner, while permanent freehold is sought over plots containing NGET rights and assets associated with the existing ZDA 400kV overhead line.

(b) Six statutory undertakers have asked for a consent mechanism; all were refused

Section 3 of the same document records that Cadent, the Canal & River Trust, NGET, National Highways, Network Rail and Northern Powergrid have each requested a mechanism requiring their consent before compulsory acquisition powers are exercised over their land. The applicant's "firm position" is that this is "neither necessary nor justified". Six independent statutory undertakers seeking the same safeguard is itself evidence that the protective provisions as drafted are not regarded as adequate by those they are intended to protect.

(c) The dispute concerns the Great Grid Upgrade

Table 4 records that NGET seeks provisions covering apparatus for its North Humber to High Marnham project, and a term that the undertaker **"must not unless otherwise agreed in writing acquire any land forming part of a NHHM Site"**. The applicant resists on the basis that NHHM remains at pre-application stage.

North Humber to High Marnham forms part of the Great Grid Upgrade. It is strategic transmission reinforcement promoted by the licensed transmission owner, delivered under Ofgem's price control framework and recovered through network charges borne by electricity consumers. It is not a competing commercial development; it is the network on which schemes of this kind depend.

The Examining Authority is therefore asked to authorise permanent private freehold acquisition over land which the transmission owner has expressly asked to be protected from acquisition because it may be needed for that reinforcement. If the freehold is acquired and NHHM later requires the same land, the transmission owner would be negotiating to buy back, or to compel, land which this Order will have placed in private ownership — at a cost recovered from consumers.

I make no wider point about how transmission investment is funded, which is not a matter for this examination. The point is confined to section 127: a statutory undertaker has identified a specific detriment to its undertaking, has asked for a specific protection against it, and has been refused. That is precisely the circumstance in which the Secretary of State must be satisfied of the statutory test rather than accept the applicant's assertion.

(d) The Statement of Common Ground remains open

In Revision 3, filed at Deadline 5, matters 2, 3 and 4 — protection for retained and proposed NGET infrastructure, protection for NGET's rights of access to inspect and maintain its apparatus, and the protective provisions themselves — are all recorded as "Under discussion". The Justification document acknowledges that sections 127 and 138 are engaged and that agreement is required "in order to enable objections to be removed".

Unless those objections are withdrawn, the section 127 tests cannot be discharged on the applicant's assertion alone.

6. Acquisition in advance of a confirmed grid connection

The point of connection is not confirmed. The Grid Connection Agreement names the connection site as "Trent Valley North Connection Node B 400kV Substation" but, as the applicant told the Examining Authority at

Q2.10.3, “the agreement does not define its geographical location”. It is not known whether connection will be to a new or an existing substation. NGET “is not currently proposing to construct a new substation in this area”. The export cable route cannot be defined and falls outside this Order.

At **Q2.4.2** the Examining Authority asked whether the draft Order would prevent the applicant acquiring land and rights before obtaining a grid connection. The applicant confirmed that it would not, and that it is declining to link compulsory acquisition powers to the discharge of Requirement 21, describing the alternative as “a radical and unjustified departure from established precedent”.

Article 25 allows five years from the making of the Order for those powers to be exercised. The connection window is 2031 to 2035 and the Gate 2 offer is not expected until January 2027. The final investment decision has not been taken. The freehold of 1,727 hectares could therefore vest before the applicant knows whether it can connect and before it has committed to build.

I note also that the applicant sought a six-month pause in January 2026 so that “the viability of the project [could] be reconfirmed”, warning that a 2035 date “could have very significant implications for the viability of the project” and that the review might “result in a requirement to withdraw the application”. The document produced following that pause, the Sensitivity Test Report [REP2-091], is an assessment of environmental effects under two construction programmes. **No viability review has been placed before the examination.**

7. No reversion of the land after the operational period

The Outline Decommissioning Environmental Management Plan provides for 40 years of operation followed by approximately 24 months of decommissioning. The only obligation is to submit a Decommissioning Environmental Management Plan not less than six months before the 40th anniversary of final commissioning.

Paragraph 3.2.9 provides that land will be reinstated “to conditions agreed with the local authorities and in consultation with the landowner”. Paragraph 3.2.4 provides for land to be “returned to the landowners in private ownership upon restoration”. Both provisions presuppose a landowner distinct from the undertaker. On the 202 plots to be acquired freehold, the undertaker *is* the landowner, and there is no person to whom the land can be returned.

No provision in the draft Order or the outline plans requires the freehold to be sold, transferred or returned at any point. Development consent is time-limited; the land interest is not. I ask the Examining Authority to consider whether that asymmetry is proportionate, and whether a lease for the consented operational period would achieve the same delivery outcome without permanent alienation of 1,727 hectares of agricultural land.

I note that Article 8 permits transfer of the benefit of the Order with the Secretary of State's consent, that Article 8(9)(c) applies the same obligations to a transferee, and that Article 47 requires a guarantee approved by the Secretary of State. Those are meaningful safeguards. However, at Issue Specific Hearing 2 the Examining Authority raised the position where the benefit is split between parties, expressing concern that in the event of a breach “there may be a risk of parties seeking to avoid responsibility”. The applicant's answer was that liability “would be determined on the facts of each case”. That was recorded as Action 3 and, so far as I can establish, remains unresolved.

The Order's safeguards attach to the undertaking, not to the land

I ask the Examining Authority to consider a structural point. Every control in the draft Order — the requirements, the protective provisions, the guarantee under Article 47, the Secretary of State's consent to transfer under Article 8 — regulates the **benefit of the Order**: the right to construct and operate the authorised development. None of them regulates the ownership of the land.

The consequence is that the freehold outlasts every mechanism by which this consent is controlled. If the compulsory acquisition powers are exercised and the scheme is then not built, the land remains owned. If the Order lapses, the land remains owned. When the 40-year operational period ends and the site is decommissioned, the land remains owned. At each of those points the requirements fall away, the protective provisions cease to bite, and the guarantee is spent — but the 1,727 hectares do not return, because no provision requires them to.

I make no allegation about the applicant's intentions, and none is necessary. The point is one of structure rather than motive: **the freehold is the single element of this application that, once granted, passes permanently beyond the reach of the consenting regime.** Everything else the Examining Authority authorises can be conditioned, reviewed, enforced or brought to an end. Permanent ownership of the land cannot.

That is why, in my respectful submission, the extent of freehold sought warrants closer scrutiny than any other power in the Order, and why the test at section 122(2) should be applied plot by plot rather than to the Order Land as a whole. Where a lease or a permanent right would deliver the scheme, it should be preferred — not because the applicant is not to be trusted, but because a lesser interest keeps the land within a framework that someone remains accountable to, and the freehold does not.

8. Battery safety: superseded documents and gaps in emergency planning

I raise this shortly. I note that the Statement of Common Ground with South Yorkshire Fire & Rescue Service Revision 2 records every matter between those parties as agreed, and I do not suggest otherwise. I ask only that the Examining Authority consider what that agreement does and does not establish.

What the fire service agreement records

The fire and rescue authority's recorded positions consist substantially of references to published national guidance rather than a site-specific assessment of this scheme. At item SYFR 1 the service “advises that the guidance in the following documents is considered as part of the design process”, listing the NFCC Grid Battery Energy Storage Systems Planning Guidance, NFPA 855 and FM Global Data Sheet 5-33. At SYFR 2 it asks the applicant to “ensure that suitable access roads are provided” and that there are no overhead obstructions. At SYFR 4 it records that “the NFCC guidance states at least 2 separate access points”. These are proper and useful contributions, but they are directions to standards, not confirmation that this design meets them.

In several instances the matter recorded as “Agreed” is the applicant's own assertion of compliance, or an agreement in principle with the substance deferred:

- SYFR 4 — “The Scheme is compliant with NFCC guidance as confirmed in the Outline BSMP”.
- SYFR 3 — “The Applicant agrees in principle. The exact details of the proposals will be agreed post consent.”
- SYFR 12 — “Specific plans for sensitive receptors for the BESS have not been prepared.”

The record of engagement at Table 2-1 lists three contacts since 2023: a consultation response letter in November 2023, a further consultation response letter in May 2025, and an email in April 2026 in which the service confirmed it wished to engage in a Statement of Common Ground. No meeting, site visit or technical review is recorded.

Most significantly, the document states of itself at paragraph 3.1.3 that it is a “live” document, that “there are some aspects that are still under discussion between the parties”, and that “the intention is to provide a final position in subsequent versions of the SoCG”. **No subsequent version has been filed.** The final position the parties intended to reach was never provided to the examination. The document also relies on the Draft Development Consent Order at APP-016 — Revision 1, the application version — where Revision 8 was filed at Deadline 5.

I therefore invite the Examining Authority to treat the Statement of Common Ground as an incomplete record of an engagement that both parties intended to continue, rather than as a settled verification that the scheme as now designed meets the standards to which the fire and rescue authority has directed the applicant.

- At item SYFR 12 the fire and rescue service asked for a plan showing all sensitive receptors within a 1km radius, expressly including protected habitats, watercourses and groundwater, to allow appropriate emergency planning. The applicant's recorded response is that “**specific plans for sensitive receptors for the BESS have not been prepared**”.

- At item 10 of the Outline Battery Safety Management Plan Revision 3, on containment of firefighting water run-off, the applicant states that a drainage strategy will be developed in consultation with the Environment Agency and that "the detailed drainage strategy will be **developed post consent**".

The Order Limits include 0.53 hectares of Thorne Moor Special Area of Conservation and Thorne & Hatfield Moors Special Protection Area, and the site lies within a drained lowland peat landscape managed by two Internal Drainage Boards. Given that context, I ask that the sensitive receptor plan and the firewater containment strategy be secured before consent rather than after it.

The local wildfire record

The Order Limits adjoin the Humberhead Peatlands National Nature Reserve, the largest area of lowland raised bog in England. That landscape has a documented and recent history of serious wildfire which does not appear in the Outline Battery Safety Management Plan or in the Statement of Common Ground with the fire and rescue service.

- In May and June 2020 a wildfire on Hatfield Moors burned for **22 days**. South Yorkshire Fire & Rescue Service reported creating a perimeter of fire breaks and hose reels around a site covering nearly 16 square kilometres, then working methodically through each segment to ensure the **deep seated fire was fully extinguished and did not reignite**. National resources including high volume pumps and specialist advisors were deployed, and Natural England funded helicopter water bombing. The response involved 403 fire appliance movements across 523 hours.
- Emergency services attended **five separate fires on Hatfield Moors over ten years**. The 2020 blaze alone cost the emergency services approximately £271,000.
- The fire followed a record dry spell, and the peat itself was the fuel.
- Natural England, Doncaster Council, South Yorkshire Fire & Rescue Service and Humberside Fire & Rescue Service subsequently formed a Wildfire Recovery Group and produced a multi-agency **Wildfire Management Plan** for the National Nature Reserve, including permanent fire breaks, joint training and improved emergency vehicle access.
- Natural England has stated that its **"ongoing water management of the peatland will also prevent the spread of fires across large areas of the site"**. The water table is identified as a control on fire spread in this landscape.

I do not overstate the connection. The solar arrays would be built on arable farmland, not on the raised bog, and the National Nature Reserve is largely adjacent to rather than within the Order Limits. I make no assertion that the scheme would cause a peat fire.

The relevance is threefold. First, this is a landscape in which the fire and rescue services have recently had to mount a 22-day multi-agency response to a deep-seated fire, and in which a formal Wildfire Management Plan is already in force. Second, four battery energy storage compounds are proposed within it, and lithium-ion thermal events present comparable difficulties of prolonged burning and reignition. Third, the drainage and water level regime across the Order Limits is identified by Natural England as material to fire spread, and control of that regime over 1,727 hectares would pass to the freeholder for the operational life of the scheme and thereafter.

Against that background, the deferral of the firewater containment strategy to a post-consent document, and the absence of the sensitive receptor plan requested by the fire and rescue service, are matters I ask the Examining Authority to weigh. I also invite the Examining Authority to establish whether the existing Wildfire Management Plan for the Humberhead Peatlands has been considered in the preparation of the Outline Battery Safety Management Plan, and whether Natural England and the fire and rescue services have been asked how the scheme interacts with it.

The fire service agreement predates the current design documents

The Statement of Common Ground with South Yorkshire Fire & Rescue Service is **Revision 2, filed at Deadline 3 in June 2026**. It has not been updated at Deadline 4 or Deadline 5.

Throughout that document the fire service's agreed positions are recorded against the **Outline Battery Safety Management Plan Revision 2**, and against the Indicative Operational Layout Plans at **CR1-018 and CR1-019** (Revision 2 of Figures 6.4.2.2a and 6.4.2.2b). Both have since been superseded:

- The Indicative Operational Layout Plans were revised to **Revision 3** at Deadline 4 [REP4-037 and REP4-038]. The Works Plans were revised to **Revision 4** at Deadline 4 [REP4-002], and the Heights Parameters Zonal Plan to Revision 2 [REP4-039].
- The Outline Battery Safety Management Plan was revised to **Revision 3** at Deadline 5 [REP5-028], one full revision after the fire service recorded its agreement.

The Outline Battery Safety Management Plan Revision 3, filed at Deadline 5, nonetheless continues to cross-refer to **CR1-018** for the location of the BESS — the layout figure superseded at Deadline 4. The current safety document therefore relies on a superseded drawing, and the fire service's agreement relies on a superseded safety document.

Several of the matters agreed with the fire and rescue service depend directly on the geometry of the scheme: separation distances between BESS containers, spacing to boundaries and to the solar arrays, the provision of at least two separate access routes, and the availability of an adequate water supply within 90 metres. If the location, extent or spacing of the BESS compounds has changed, those agreed positions require re-testing against the current design.

I make no assertion that the design has changed — I have not seen the revised drawings. The point is that the examination cannot presently tell whether it has, and the applicant can.

Whether the Scheme presently meets the guidance it was directed to

Table 1-1 of the Outline Battery Safety Management Plan Revision 3 assesses the Scheme against thirteen National Fire Chiefs Council recommendations. The result divides cleanly in two.

- **Items 1 to 8 are recorded as "Compliant".** They are access points, road and hardstanding construction, the internal perimeter road, distance from occupied buildings, BESS separation distances, the 3 metre fire paths, water supplies and hydrant flow rates, and signage positions. **Every one of these is a question of layout and geometry** — and they are assessed against the Indicative Operational Layout Plan at CR1-018, the drawing superseded at Deadline 4.
- **Items 9 to 13 are recorded only as "Compliant at this juncture".** These are the Emergency Response Plan, environmental impacts, system design, construction and monitoring, deflagration, and site plans. For each, the substance is deferred to a Detailed Battery Safety Management Plan to be prepared after consent.

So on the eight geometric items the applicant asserts compliance against a superseded drawing, and on the remaining five it does not assert present compliance at all. In particular, item 10 records the NFCC requirement that containment capacity be sized on anticipated water application rates, and that **sites located in flood zones should have details of flood protection or mitigation measures**. The applicant's answer is that the drainage strategy "will be development post consent".

The question I respectfully ask the Examining Authority to put is a simple one: **can the applicant demonstrate that the Scheme, as presently designed, meets the National Fire Chiefs Council guidance to which the fire and rescue authority directed it** — assessed against the current Works Plans and Indicative Operational Layout Plans rather than the superseded ones, and without deferral of five of the thirteen items to a document that does not yet exist?

9. Inconsistencies between the application documents

- Plots **6/2, 12/16 and 12/17** are listed for freehold in Statement of Reasons Table 2 but recorded in the Book of Reference as permanent acquisition of new rights only.
- Plots **7/15, 9/23 and 11/26** are listed for freehold in Table 2 but carry no permanent acquisition entry in Book of Reference Part 1.
- Plot **6/2** appears in both Table 2 and Table 3 of the Statement of Reasons.

- The on-site 400kV substation is **Work No. 4H** in the Statement of Reasons and **Work No. 4G** in the Grid Connection Statement, which also describes Work Nos. 4A to 4F as “the seven on-site 132kV Substations”.
- Paragraph 2.1.5 of the Statement of Reasons states that output will be exported “to a new NGET substation”; the Grid Connection Statement states that connection may be to a new *or existing* substation.
- Paragraph 7.1.1 of the **Funding Statement Revision 3**, dated July 2026, states that **“482 plots are subject to permanent acquisition (freehold and permanent rights)”** and cites the current Book of Reference [REP3-012]. Statement of Reasons Revision 4 lists 202 freehold plots and 230 rights plots — **431 unique plots**. The funding case is stated against a plot count some fifty higher than the applicant's own current land schedule.
- The Funding Statement Revision 3 cites the Draft DCO at Revision 7; the Statement of Reasons Revision 4 cites it at Revision 6. Revision 8 was filed at Deadline 5.

Individually these are small. Together they mean that an affected person reading the Statement of Reasons and the Book of Reference cannot reliably determine what interest is proposed to be taken in their land.

10. Support for North Lincolnshire Council

I support and adopt the argument at paragraph 4.6 of North Lincolnshire Council's Local Impact Report [REP1-063] concerning the exclusion of the 400kV export connection cable from the application, and the Examining Authority's questions at Q2.10.1 and Q2.10.2. I do not repeat it here.

11. Questions for the applicant

1. What is the total area, in hectares, of land whose freehold is sought under Article 23, and does the applicant accept the figure of 1,727.66 hectares?
2. Given paragraph 4.1.1 of the Grid Connection Statement, why is freehold acquisition necessary over land already secured by voluntary leasehold option?
3. Why is the freehold sought over the 39 plots whose only stated purpose is cabling, temporary laydown or access, when paragraph 7.4.4 states that the freehold of such land will not be acquired?
4. Why is the freehold sought over plots whose sole stated purpose is green infrastructure and habitat management?
5. For which specific plots does the applicant contend that a lease, easement or permanent right would be insufficient, and on what basis?
6. Why is the freehold of the substation and BESS plots — 1/48, 1/56, 2/8, 3/8, 3/29, 3/33, 8/2, 9/20, 10/19 and 11/22, totalling 407.85 hectares — required, when no substation or BESS land anywhere in the Scheme is proposed to be taken by permanent rights, and when the applicant has negotiated leasehold options elsewhere?
7. Following acquisition of the freehold, who will be responsible for the management of land drainage and water levels across the Order Limits during the operational period and after decommissioning, and what obligation will govern that management once the Order's requirements have ceased to have effect?
8. Will the applicant proceed with the scheme if freehold powers are removed or restricted and replaced with leases and permanent rights? Is the final investment decision conditional on obtaining every freehold power presently sought?
9. What mechanism, if any, requires the freehold to be sold, transferred or returned following decommissioning?
10. Will the applicant accept a provision preventing the exercise of compulsory acquisition powers over land containing or adjoining NGET apparatus without NGET's prior written consent?
11. When will the protective provisions for NGET, Northern Powergrid, National Highways and the Internal Drainage Boards be included in the draft Order, and what is the position if agreement is not reached before the examination closes?

12. Has any viability review been undertaken following the pause requested in January 2026, and if so will it be provided to the examination?

13. Have the location, extent, spacing or access arrangements of the BESS compounds changed between Revision 2 and Revision 3 of the Indicative Operational Layout Plans, or in the Works Plans Revision 4? If so, has South Yorkshire Fire & Rescue Service confirmed that the positions agreed in Statement of Common Ground Revision 2 remain valid against the current design, and will an updated Statement of Common Ground be provided before the examination closes, given that Revision 2 states at paragraph 3.1.3 that a final position would be provided in a subsequent version?

14. Has the multi-agency Wildfire Management Plan for the Humberhead Peatlands National Nature Reserve been taken into account in preparing the Outline Battery Safety Management Plan, and have Natural England, South Yorkshire Fire & Rescue Service and Humberside Fire & Rescue Service been consulted on the interaction between that plan and the Scheme?

15. What provision of the draft Order, or of any other instrument, would regulate the applicant's ownership of the freehold land after the compulsory acquisition powers have been exercised, in the event that the Scheme is not constructed, or after the operational period ends and the site is decommissioned?

12. Measures requested

I respectfully ask the Examining Authority to:

- Require the applicant to state the total hectarage subject to freehold acquisition, and to provide a schedule and plan separating outright freehold from permanent rights and temporary possession.
- Require the applicant to state, in hectares and as a percentage of the 1,727.66 hectares, how much of the freehold land is not already subject to a concluded option agreement or Heads of Terms.
- Require the applicant to demonstrate compliance with the National Fire Chiefs Council guidance against the current layout drawings rather than the superseded CR1-018 and CR1-019.
- Consider whether the land drainage and water level regime across the Order Limits should be secured by requirement or obligation extending beyond the operational period, given the wildfire and designated site context.
- Require the applicant to justify each area of outright acquisition individually against the test in section 122(2), and in particular the 39 cable and access plots and the habitat plots.
- Remove freehold powers wherever a lease, easement or limited permanent right would be sufficient, having regard to the leasehold options the applicant states it has already secured.
- Decline to authorise acquisition of statutory undertakers' land under section 127 unless protective provisions are agreed and included in the Order before the examination closes.
- Consider requiring NGET's prior written consent to the exercise of compulsory acquisition powers over land containing or adjoining its apparatus.
- Consider whether the exercise of compulsory acquisition powers should be linked to the discharge of Requirement 21, given that the point of connection, cable route and connection date all remain unconfirmed.
- Secure the sensitive receptor plan sought by South Yorkshire Fire & Rescue Service and the firewater containment strategy before consent rather than post consent.
- Require an updated Statement of Common Ground with South Yorkshire Fire & Rescue Service confirming that its agreed positions hold against the current Works Plans, Indicative Operational Layout Plans and Outline Battery Safety Management Plan.
- Establish whether the Wildfire Management Plan for the Humberhead Peatlands National Nature Reserve has been considered, and whether the water level regime across the Order Limits is material to wildfire risk in the manner Natural England describes.
- Require correction of the inconsistencies at section 9 above between the Statement of Reasons, the Book of Reference and the Grid Connection Statement.

13. What follows if the powers are granted as sought

I set out below what the applicant's own documents indicate would follow if the freehold powers are authorised in their present form. These are not predictions of bad faith. Each is a consequence of the drafting as it stands, and each could be avoided by a modest change to the Order.

The land can be taken before anyone knows the Scheme will happen

Article 25 allows five years from the making of the Order. The connection window is 2031 to 2035, the Gate 2 offer is not expected until January 2027, and the final investment decision has not been taken. The applicant has declined to link acquisition to Requirement 21. **The freehold of 1,727 hectares can therefore vest while it is still unknown whether the Scheme can connect, and before the applicant has decided to build it.** If it does not proceed, the land has been permanently alienated for nothing, and no provision returns it.

Statutory undertakers may be left without the protections they asked for

At Deadline 5 the draft Order contained no protective provisions for National Grid, Northern Powergrid, National Highways or the Internal Drainage Boards. If they are not agreed before the examination closes, the Secretary of State would be asked to authorise acquisition of statutory undertakers' land on an assertion that the section 127 tests are met, made by the party seeking the powers, and disputed by the undertakers themselves.

Land needed for the Great Grid Upgrade may pass into private ownership

NGET has asked that the applicant not acquire land forming part of a North Humber to High Marnham site. If that protection is not included and the freehold is acquired, land the transmission owner may need for national network reinforcement will sit in private hands, recoverable only by purchase or by a further compulsory process.

Nobody is accountable for the land after 2072

Every control in the Order regulates the benefit of the Order, not the ownership of the land. When the operational period ends, the requirements fall away and the guarantee is spent. **There is no obligation to sell, transfer or return the freehold, and no obligation governing how the land is managed thereafter** — including the drainage and water level regime that Natural England identifies as a control on wildfire spread in this landscape.

Fire safety is settled after consent, against drawings that have changed

Five of the thirteen National Fire Chiefs Council items are deferred to a document to be written after consent. The eight assessed as compliant are geometric, and are assessed against a layout drawing superseded at Deadline 4. The sensitive receptor plan the fire and rescue authority asked for has not been prepared, and the firewater containment strategy is post-consent. **If consent is granted on this basis, the examination will never have tested whether the Scheme as built meets the guidance the fire authority directed it to.**

The record itself is unreliable

The Funding Statement filed in July 2026 states a plot count fifty higher than the applicant's own land schedule. Three plots are freehold in one document and rights in another; three more have no area entry at all. The substation is Work No. 4H in one document and 4G in another. An affected landowner reading these documents cannot presently establish what is proposed to be taken from them.

Each of these follows from the Order as drafted. Each is capable of being cured — by confining freehold to where it is shown to be necessary, by requiring the protective provisions to be in place, by linking the powers to the connection, and by securing the fire and drainage matters before rather than after consent. None of that would prevent this Scheme being built.

14. Conclusion

The applicant seeks permanent ownership of approximately 94 per cent of an 1,831-hectare site for a development consent that is time-limited to 40 years, on land over which it states it has already secured voluntary leasehold options covering all scheme infrastructure, before its point of connection is confirmed,

before its final investment decision is taken, and while protective provisions for the transmission owner and three other statutory undertakers are absent from the draft Order.

Fifty-one of the 202 plots, covering 110.9 hectares, are proposed for outright purchase although no solar array is to be built on them. Thirty-nine of those are for cabling, laydown or access — the very land the applicant states at paragraph 7.4.4 will not be acquired freehold. On the evidence, the acquisition appears drawn to cover every eventuality rather than to meet a demonstrated requirement.

I do not suggest that the applicant is acting improperly, nor that the scheme should be refused. I ask only that the land powers be scrutinised against the statutory tests, plot by plot; that the Examining Authority keep in mind that the freehold is the one thing granted here which no later mechanism can recall; and that it be granted only where the applicant demonstrates that no lesser interest will do.

Yours faithfully,

Annette Exley

Documentary references

Ref	Document
REP4-007	4.1 Statement of Reasons (Clean) (Revision 4), July 2026 [EN010148-000841]
REP3-012	4.3 Book of Reference (Clean) (Revision 5), 16 June 2026
REP3-002	2.2 Land Plans (Revision 4), June 2026
REP1-014	5.8 Grid Connection Statement (Clean) (Revision 3), May 2026
REP4-009	4.2 Funding Statement (Clean) (Revision 3), July 2026
REP5-002	3.1 Draft Development Consent Order (Clean) (Revision 8), August 2026
REP5-053	9.5 Statement of Common Ground with NGET (Clean) (Revision 3), August 2026
REP5-039	8.23 Justification for the Applicant's Preferred Protective Provisions (Revision 2), August 2026
REP4-062	8.21 Written Responses to ExQ2, July 2026
REP2-091	8.12 Sensitivity Test Report (Revision 1), May 2026
REP5-026	7.3 Outline Decommissioning Environmental Management Plan (Revision 5)
REP5-028	7.4 Outline Battery Safety Management Plan (Clean) (Revision 3), August 2026
REP3-061	9.13 Statement of Common Ground with South Yorkshire Fire & Rescue Service (Revision 2)
REP4-011	5.3 Report to Inform Habitat Regulations Assessment (Clean) (Revision 6)
REP4-002	2.3 Works Plans (Revision 4), July 2026
REP4-037/8	6.4.2.2a and 6.4.2.2b Indicative Operational Layout Plans (Revision 3), July 2026
CR1-018/19	6.4.2.2a and 6.4.2.2b Indicative Operational Layout Plans (Revision 2)
REP1-063	North Lincolnshire Council, Local Impact Report
AS-026	Formal Pause Request Letter, 12 January 2026
EV4-003	Transcript of Issue Specific Hearing 2, 23 June 2026
—	Natural England, “Hatfield Moors Fire”, 22 and 26 May 2020, and “How new fire management partnerships are helping nature to recover at Hatfield Moors”, 4 April 2023 (naturalengland.blog.gov.uk)

— South Yorkshire Fire & Rescue Service, “Hatfield Moors fire enters new phase”, 28 May 2020, and “National award for fire service’s response to Hatfield Moors blaze” (syfire.gov.uk)

Note on method. The plot references and stated purposes in sections 3, 4 and 9 were taken from Appendix 3, Table 2 of the clean version of Statement of Reasons Revision 4 [REP4-007, EN010148-000841]. Areas were compiled by matching those plots to Part 1 of the Book of Reference Revision 5 [REP3-012]; six of the 202 plots carry no permanent freehold area entry and are excluded from the area totals, so the true figure is marginally higher than 1,727.66 hectares. Any error in this analysis is mine and I would welcome correction by the applicant.