

Tween Bridge Solar Farm

8.33 Applicant Responses to Interested Party Comments on the ExA's Commentary on the dDCO

Planning Act 2008

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

Deadline 7 September 2026

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1 Introduction

1.1.1. This document has been prepared by RWE Renewables UK Solar and Storage Ltd (the Applicant) for submission to the Examining Authority (ExA). It provides the Applicant's response to Interested Party comments on the ExA's Commentary on the Draft Development Consent Order (DCO). The Applicant has responded to the following Interested Parties' Comments:

- Exolum Pipeline Systems [REP6-087];
- Cadent Gas [REP6-085];
- Environment Agency [REP6-084];
- Canal and Rivers Trust [REP6-086];
- National Highways [REP6-081];
- City of Doncaster Council [REP6-091];
- North Lincolnshire Council [REP6-087].

2 Applicant's response to Interested Parties' Comments

Table 1: Applicant's response to Interested Parties' Comments

Doc Ref	Interested Party Response	Applicant Response
Exolum Pipeline System Ltd [REP6-087]		
1.	Extinguishment of rights (para 57(1)(b)) – the protective provisions require replacement rights to be granted where any of Exolum's rights in land (for example, leasehold interests under which infrastructure is held or rights of access to the pipeline) are extinguished further to the acquisition of a freehold by the Promoter. However, the Draft DCO does not limit extinguishment or acquisition of rights to instances where a freehold interest is being acquired, so we have requested that the protective provisions address all circumstances in which Exolum's rights are extinguished or restricted	The Applicant notes that Exolum submitted its preferred drafting for the protective provisions in Part 6 of Schedule 14 to the Draft DCO [REP6-002] at Deadline 6. As explained in the Justification for Applicant's Preferred Protective Provisions [REP6-046], the Applicant received Exolum's latest comments on the draft protective provisions shortly before Deadline 6 and will provide its substantive response to Exolum's legal representatives shortly. The Applicant is hopeful that a number of the outstanding issues identified by Exolum in its Deadline 6 submission can be resolved through ongoing discussions prior to Deadline 8, although acknowledges that a limited number of matters are likely to remain in dispute between the parties. The Applicant will submit an updated Justification for Applicant's Preferred Protective Provisions document at Deadline 8 setting out its final position in relation to the

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	pursuant to the DCO. This will ensure the protection of Exolum's essential rights under which its network is owned and maintained. The Promoter rejected this proposal. We would also request that any replacement rights are no less favourable than those that are extinguished, unless otherwise agreed between the parties.	protective provisions for Exolum. The Applicant's preferred position will also be reflected in the final version of the Draft DCO submitted at Deadline 8.
2.	Further consents (para 58) – Exolum's standard protective provisions allow for the entering into of further deeds of consent where needed, as the protective provisions cannot contain all relevant details and controls for any potential future crossings and works near the pipeline. The obligation on the Promoter here is merely to use reasonable endeavours to enter into any such agreement. The Promoter is also required to procure the consent of any third parties where necessary, as is standard. Again, notwithstanding provision for further agreements to be entered into in protective provisions	Please see response to item #1 above.

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	elsewhere in the draft DCO (e.g. Network Rail), the Promoter has rejected this provision.	
3.	Rights for new apparatus (para 59) – if a pipeline diversion is required due to the Scheme, it is important that the rights granted in respect of new infrastructure are in Exolum's standard form. This ensures that all necessary safety measures are captured and provides consistency across Exolum's national network. The Promoter has rejected this provision, despite the drafting allowing for another form of agreement to be agreed between the parties if desired.	Please see response to item #1 above.
4.	Cathodic protection testing (para 61) – the protective provisions require the parties to co-operate in undertaking tests to assess interference with cathodic protection. The Promoter has not accepted that these tests may be	Please see response to item #1 above.

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	necessary in the context of Exolum's existing cathodic protection equipment, not just any cathodic protection forming part of the Authorised Development. It does not appear to be controversial that the Scheme may interfere with Exolum's existing cathodic protection, but the Promoter's solicitors have stated that this protection is provided elsewhere in the protective provisions. We disagree that the same protection exists elsewhere and we have asked the Promoter's solicitors to clarify. In the absence of a compelling reason to remove this wording, it must be retained to protect an essential part of Exolum's apparatus.	
5.	Indemnity (para 63) – the Promoter has sought to limit Exolum's ability to recover costs incurred as a result of the Scheme in various ways. One of which is to exclude "indirect and consequential loss of any third party" where such loss is not reasonably foreseeable. Exolum supplies	Please see response to item #1 above.

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	customers under highly bespoke, confidential agreements and Exolum's concern here is that the Promoter will seek to use this exclusion to avoid liability in the event that supply through the pipeline is interrupted by the Scheme and Exolum faces claims from its customers under its existing customer contracts. It is not for Exolum to bear these costs where a new third-party scheme affects its ability to operate its existing pipeline. Moreover, this limitation does not feature in the indemnities of other protective provisions within the Draft DCO. As such, we have brought the indemnity in line with that of similar schemes, which we consider provides a reasonable position for both parties.	
6.	Warranty as to accuracy of information (para 63(4)) – the Promoter has sought to lessen its obligation to ensure that information provided to Exolum, on which Exolum	Please see response to item #1 above.

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	relies, is accurate and to ensure that the Promoter's employees and contractors exercise an appropriate level of skill, care and diligence. Given the risk to the safety and operation of Exolum's pipeline, we do not consider that the softening of these obligations is a safe or reasonable position.	
7.	Conduct of claims (para 63(5)) - the Promoter has proposed to take over conduct of any claims against Exolum, which are in turn the subject of a claim under the indemnity, at its discretion. Exolum cannot allow a third party such as the Promoter to interfere with claims with critical customers, and potentially damage ongoing relationships, in this way. Exolum does, however, appreciate the Promoter's interest in any claims against it for which Exolum will be claiming under the Promoter's indemnity, so Exolum has offered to notify the Promoter of claims, keep the Promoter informed of progress	Please see response to item #1 above.

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	and have regard to the Promoter's representations.	
Cadent Gas [REP6-085]		
1.	INTRODUCTION Cadent Gas Limited ("Cadent") is a statutory undertaker for the purposes of the Planning Act 2008 and is a licensed gas transporter under the Gas Act 1986, with a statutory responsibility to operate and maintain the gas distribution networks in North London, Central and North West England. Cadent's primary duties are to operate, maintain and develop its networks in an economic, efficient and coordinated way. Cadent is making this submission in response to the Applicant's submission: Justification for the Applicants Preferred Protective	These comments are noted.

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	Provisions (REP5-039) (the Justification).	
2.1	PRECEDENT FOR CADENT'S PREFERRED PROTECTIVE PROVISIONS The Applicant's position in the Justification is entirely inconsistent with recently made DCOs in the solar sector which interact with Cadent's assets and which contain the protective provision which the Applicant disputes. For example: 2.1.1. Para 66 of Part 6 of Schedule 15 to The Cottam Solar Project Order 2024; 2.1.2. Para 100 of Part 8 of Schedule 15 to The Mallard Pass Solar Farm Order 2024 2.1.3. Para 66 of Part 6 of Schedule 15 to The West Burton Solar Project Order 2025	The Applicant acknowledges that its position in this regard departs from precedent but also that it is consistent with, and justified by, recent guidance and policy. Given that, the Applicant considers that it is entitled to maintain its position as regards the non-inclusion of such provisions in the DCO on that basis but will submit, at Deadline 8, a set of protective provisions highlighting the "veto" provisions to be included in the protective provisions should the Secretary of State disagree with the Applicant's position.

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	2.1.4. Para 125 of Part 4 of Schedule 10 to The Oaklands Farm Solar Park Order 2025 2.1.5. Para 100 of Part 9 of Schedule 15 to The Tillbridge Solar Order 2025; 2.1.6. Para 105 of Part 6 of Schedule 15 to The Springwell Solar Farm Order 2026 2.1.7. and Para 140 of Part 11 of Schedule 11 of The Beacon Fen Energy Park Order 2026.	
2.2	These are recently made DCOs for similar projects, and in each case the made DCO contains the form of protection that Cadent requires and the Applicant disputes. The Applicant does not identify any valid reason to distinguish between its project and each of these recently made DCOs for other solar projects.	See Applicant's response at ref. 2.1 of this table above. The Applicant does not accept that it has not identified a valid reason for the position it has taken on the inclusion of a veto mechanism over land acquisition powers under the DCO. It should be noted that Cadent has made no attempt to engage with the specific matters addressed in section 3 of Justification for the Applicant's Preferred Protective Provisions [REP6-045]

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2.3	The Applicant's position in the Justification is also inconsistent with other DCOs in the solar sector which impact Cadent's assets which have been through the examination process and which are pending decision (for example, each of the Fosse Green, Frodsham, Great North Road, Green Hill and Steeples schemes). All of these schemes include substantially the same wording as is included in the Applicant's final draft of the protective provisions for the protection of Cadent. Again, the Applicant does not identify any valid reason to distinguish between its project and each of these other solar projects.	See Applicant's response at ref. 2.1 and 2.2 of this table above.
2.4	The Applicant's position is further inconsistent with all made DCOs in the transport sector and the wider energy sector which interact with Cadent's assets. As with the solar sector, all made DCOs which include protective provisions for the benefit	See Applicant's response at ref. 2.1 and 2.2 of this table above.

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	of Cadent Gas Limited include the disputed protective provision required by Cadent. This includes, as a non-exhaustive list but noting those DCOs made within the last year, the following: 2.4.1 The Five Estuaries Offshore Wind Farm Order 2025, which includes Cadent's provision at Para 188 of Part 15 of Schedule 9; 2.4.2 The Outer Dowsing Offshore Wind Farm Order 2026, which includes Cadent's provision at Para 5 of Part 9 of Schedule 18; and 2.4.3 The North Falls Offshore Wind Farm Order 2026, which includes Cadent's provision at Para 161 of Part 12 of Schedule 14.	
2.5	This demonstrates the consistent approach to the inclusion of the disputed protective provision in favour of Cadent.	See Applicant's response at ref. 2.1 and 2.2 of this table above.

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2.6	In support of its position, the Applicant relies on three previous DCOs for the refusal of a “veto” power in support of its position at section 3.18 of the Justification (none of which relate to Cadent, or the infrastructure of a gas undertaker). It cites, at a high level and without detail as to the underlying issues, three previous DCOs relating to other undertakers being: 2.6.1 The HyNet Carbon Dioxide Pipeline Order 2024 (HyNet); 2.6.2 The A122 (Lower Thames Crossing) Development Consent Order 2025 (Lower Thames Crossing); and 2.6.3 The Dogger Bank South East and West Offshore Wind Farms Order 2026 (Dogger Bank South).	It is noted that Cadent acknowledges that there is recent precedent in support of the position advanced by the Applicant.
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2.7	Of the three previous DCOs cited by the Applicant in support of its position, two of those projects (HyNet and Lower Thames Crossing) had an interaction with Cadent's assets. In both of those cases, the respective DCOs as made contain the protective provision in the form sought by Cadent in this Examination and these are contained at: 2.7.1 Para 52 of Part 5 of Schedule 10 to The HyNet Carbon Dioxide Pipeline Order 2024 in respect of HyNet; and 2.7.2 Para 53 of Part 5 of Schedule 14 to The A122 (Lower Thames Crossing) Development Consent Order 2025 in respect of Lower Thames Crossing.	See Applicant's response at ref. 2.1 and 2.2 of this table above.
2.8	The third previous DCO identified (Dogger Bank South) does not interact with Cadent's assets, but does interact with another gas undertaker's assets (National Gas Transmission plc). Again, in that case the protective provisions in favour of	See Applicant's response at ref. 2.1 and 2.2 of this table above.

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	that gas undertaker include substantially similar protective provisions to those sought by Cadent (at Para 67 of Part 6 of Schedule 15 to The Dogger Bank South East and West Offshore Wind Farms Order 2026).	
2.9	In recent previous cases where applicants have sought to resist similar wording in respect of similar undertakers (for example in respect of National Grid Electricity Transmission plc (NGET) in respect of both the Rampion 2 Offshore Wind Farm Order 2025 and the Dogger Bank South East and West Offshore Wind Farms Order 2026) the Secretary of State has determined that such drafting must be retained to adequately protect the affected undertaker.	See Applicant's response at ref. 2.1 and 2.2 of this table above.
2.10	Therefore, each of these three previous DCOs that the Applicant cites contains precisely the form of wording that Cadent requires (and in the two cases where there was an	See Applicant's response at ref. 2.1 and 2.2 of this table above.

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	interaction with Cadent for the benefit of Cadent). This further supports Cadent's position.	
2.11	The Applicant makes a broad statement at section 3.2 of the Justification that its position is "supported by precedent". This is clearly wrong, and the above demonstrates this. There is no precedent in respect of Cadent, in made DCOs or in other DCOs which are pending decision and which included protective provisions for the benefit of Cadent, for the exclusion of Cadent's preferred wording and the precedent which the Applicant quotes supports Cadent's position as opposed to the Applicant's position.	The Applicant does not consider that it is wrong to say that its position is supported by precedent. Cadent has itself acknowledged (see ref. 2.6 of this table) that there is precedent in the Applicant's favour. Nevertheless, precedent is only part of the story; the Applicant also relies upon the recent policy context and guidance in support of its rejection of statutory undertakers' requests for the inclusion of veto provisions in respect of land acquisition and other Order powers.
3.1	THE GUIDANCE The 2024 Guidance, which was published on 30 April 2024 and to which the Applicant refers in the Justification, was withdrawn on 24 July 2026 on the basis that it is out of date. However, the majority of the	There is no force in this point. In the Justification for the Applicant's Preferred Protective Provisions [REP6-045] , the Applicant cites and applies Planning Act 2008: Guidance on preparing an application: Part 3 – Content of a Development Consent Order published on 3 July 2026. As set out in REP6-045 , the Applicant considers that the 2026 Guidance supports its position on the non-inclusion of veto powers on

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	precedent referred to above was determined whilst the Guidance was in effect and still saw protective provisions for Cadent secured in the same form as Cadent requires in this scheme.	the exercise of powers relating to the acquisition of land (see in particular paras 3.20–3.22).
3.2	The 2026 Guidance provides, at paragraphs 4.25 to 4.26 (emphasis added): 3.2.1 4.25 Applicants should therefore aim to agree the form of protective provisions with the relevant parties for inclusion in the draft DCO prior to submitting the application for development consent. Most statutory undertakers have now developed their own preferred form of protective provisions which is very helpful to the preparation of the draft DCO. However, these must be adapted as necessary, so they accurately reflect the proposed development. Furthermore, they should not simply negate the principal provisions of the DCO and	These are direct quotes from the 2026 Guidance and are noted. The Applicant's response is below.

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	thereby become an impediment to implementation of the project, for example by conferring unfettered plan approval procedures at detailed design stage that could be operated by the statutory undertaker to frustrate delivery of the project. 3.2.2 4.26 However, provisions exempting land belonging to a statutory undertaker from broad compulsory acquisition provisions within the draft DCO, for example to avoid engaging the additional requirements in section 127 of the Planning Act, may be acceptable if the applicant can demonstrate that the necessary land interests and rights have been, or will be, obtained by agreement with the statutory undertaker concerned.	
3.3	The 2026 Guidance expressly notes that provisions exempting land belonging to a statutory undertaker from broad compulsory acquisition powers may be acceptable. The	This is a selective reference to the 2026 Guidance, which to be clear says (emphasis added):

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	Cadent protective provisions do not operate as a veto in any event, and the Applicant has not identified how the Cadent protective provisions are an impediment to the implementation of the project.	<i>However, provisions exempting land belonging to a statutory undertaker from broad compulsory acquisition provisions within the draft DCO, for example to avoid engaging the additional requirements in section 127 of the Planning Act, may be acceptable <u>if the applicant can demonstrate that the necessary land interests and rights have been, or will be, obtained by agreement with the statutory undertaker concerned.</u></i> The Applicant is not seeking to obtain an interest or right in land from Cadent by agreement, as no such interest or right is required to deliver the Scheme. However, Cadent does have rights in land affected by the Scheme and, whilst it is not currently anticipated there would be a need to interfere with those rights, it is essential that the draft DCO [REP6-002] (via article 35) includes proportionate powers to do so, should this prove to be necessary at the detailed design stage when a contractor is appointed, subject to robust controls under the draft DCO and the protective provisions for Cadent's benefit. This part of the 2026 Guidance is not therefore engaged and Cadent's reliance upon it is not tenable. The Applicant has addressed the suggestion that the provision sought by Cadent does not amount to a veto (and the implications for the Scheme if a statutory undertaker's
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		consent was not given), in response to the same point made by the Canal and River Trust at Deadline 5 (see Table 2, Refs 10-12 of the Applicant Response to Deadline 5 submissions [REP6-048]).
3.4	Importantly, it is the Applicant who is not compliant with the 2026 Guidance. The Applicant did not agree the form of protective provisions with Cadent prior to submitting the application, and the Applicant has only included its drafting late in the examination at Deadline 5. On the contrary, Cadent has submitted its preferred form of protective provisions alongside its Relevant Representation and Written Representation and at various deadlines in the DCO examination. The Applicant had not commented on that drafting in the examination until Deadlines 4 and 5.	The Applicant has been in correspondence with Cadent for a substantial period of time dating back to the pre-application stage. In reference to the 2026 Guidance, paragraph 4.25 encourages applicants to aim to agree the form of protective provisions ahead of submission and this is the spirit in which the Applicant has operated throughout. The Applicant's engagement with Cadent during the examination process has been directed towards ensuring the protective provisions appropriately protect Cadent's position and are adapted as necessary to accurately reflect the Scheme and the relevant policy context and guidance. It should also be noted that there is only one provision that is not agreed between the parties, which demonstrates the success of the engagement undertaken to-date. The point which Cadent is seeking to make is therefore significantly overstated.

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4.1	THE FINGLETON REVIEW The Applicant refers to the Fingleton Review in the Justification however its rationale for doing so is unclear.	The Applicant's rationale for referring to the Fingleton Review is clearly set out in paragraph 3.22 of Justification for the Applicant's Preferred Protective Provisions [REP6-045].
4.2	The Fingleton Review recommends at Recommendation 28 that the Model Provisions "should include....Acceptable protective provisions for statutory undertakers". Cadent has a preferred form of Protective Provisions which are routinely secured in DCOs and which routinely contain the protective provisions in the form required by Cadent.	The Applicant's response to this aspect of the Fingleton Review can be found Table 9, ref 2.22 of Applicant Response to Deadline 5 submissions [REP6-048], in response to National Highways, who raised substantially the same point in their Deadline 5 submissions as Cadent seeks to make here.
4.3	The Cadent Protective Provisions are well precedented, and well understood. Paragraph 392(c) of the Fingleton Review expands upon this recommendation by stating the following: "Developers must negotiate project specific "protective provisions" with statutory undertakers (organisations responsible for critical national	This is simply providing further justification and support for the recommendation to implement model provisions, including protective provisions. It is not saying that statutory undertakers' preferred protective provisions should be accepted unquestioningly when recent developments in policy and guidance do not support such an approach.

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	infrastructure like railways and sewers). These usually cover the same issues as previous DCOs but are treated as completely fresh and bespoke, leading to protracted negotiations”.	This view is also consistent with the Guidance on preparing an application: Part 1 – Pre-application steps, which at paragraph 4.27 states: “4.27 Where agreement on protective provisions has not been reached during the pre-application stage, it is recommended that applicants include their preferred drafting taking into account the protective provisions commonly agreed by the relevant party (usually statutory undertakers). The Examining Authority will recommend a final form of any protective provisions which are bespoke to the application under consideration for final decision by the Secretary of State, which may mean that departures from the relevant party’s template or standard protective provisions are required”. It is therefore right to acknowledge that the Guidance expressly identifies that there is scope for scheme specific or bespoke protective provisions and changes from “commonly agreed” versions. This is how the Applicant has proceeded in this case, in recognition of recent policy and guidance.
4.4	In this case, the Applicant is treating the process as fresh and bespoke, rather than accepting the significant precedent and the requirements of Cadent as a statutory undertaker.	The Applicant has set out in significant detail in the Justification for the Applicant's Preferred Protective Provisions [REP6-045] why it has not been able to reach full agreement with Cadent.

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5.1	THE PROTECTIVE PROVISIONS The Applicant's submission ignores the distinction between an approval process for physical works (which provides protection for Cadent's physical assets and imposes control over the works which can interact with Cadent's assets, as summarised in section 3.5 of the Justification) and an approval process for compulsory acquisition (which ensures that Cadent retains the necessary land rights in respect of its gas distribution network). Put simply, if Cadent's assets remain in situ (as is intended as part of the Proposed Development) then Cadent must retain the land rights to access Cadent's assets so that it can safely maintain and operate the gas distribution network. The specific importance of this issue is recognised and enshrined in statute through section 127 of the Planning Act 2008.	These comments are noted but, to be clear, the Applicant has not ignored the distinction as Cadent suggest. If Cadent's assets remain in place, the Applicant has no intention of interfering with Cadent's land rights and this position is secured by the draft DCO [REP6-002], which requires that any compulsory acquisition powers must be exercised for a proper purpose (see e.g., article 23(1) of the draft DCO). The Applicant is concerned with the very different scenario where Cadent's assets do need to be altered or repositioned to accommodate the Scheme, in which case recourse to compulsory acquisition powers may be necessary to ensure that the Scheme is not impeded by the existence of Cadent's existing rights. However, if the exercise of those powers is subject to Cadent's prior agreement, this represents a potential impediment to the delivery of the Scheme. The Applicant regards this impediment to be unacceptable and unnecessary. If Cadent's apparatus and rights were subject to interference, the protective provisions for Cadent's benefit include provisions requiring the Applicant to provide alternative apparatus and rights to Cadent's satisfaction. This protects Cadent's position.
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5.2	The Applicant does not specifically engage with the Cadent protective provisions in the Justification (other than at Table 5 and by reference to its broad position) and does not identify how the Cadent protective provisions are said to negate any other provisions of the DCO. The Cadent protective provisions do not negate any provisions of the DCO, and instead set a process for consent (just as the remainder of the Cadent protective provisions, which the Applicant has accepted, set a process around the carrying out of the authorised development).	The specific provision in dispute between the parties is set out in Table 1 of Justification for the Applicant's Preferred Protective Provisions [REP6-045]. This provides that (emphasis added) "... the undertaker may not appropriate or acquire any interest in land or appropriate, acquire, extinguish, interfere with or override any easement or other interest in land of Cadent <u>otherwise than by agreement</u>". This clearly does negate the Applicant's powers of compulsory acquisition (CA) under the draft DCO [REP6-002] (see especially article 35 in relation to acquisition of statutory undertakers' land) because if Cadent withheld its agreement to the exercise of CA powers under the draft DCO, those powers (which are not otherwise subject to such a restriction) would have no effect.
5.3	Cadent's preferred form of protective provisions are not an impediment to development, and the Applicant has not identified any such practical impediment in the Justification. The Applicant's submission does not address the Cadent protective provisions or the interaction between the Proposed Development. Instead, it adopts a	These comments are noted but not agreed or accepted. Cadent is right to say that the Applicant's position applies to a number of different undertakers. As set out in the Justification for the Applicant's Preferred Protective Provisions [REP6-045], the Applicant does not consider that the inclusion of provisions which would prevent the exercise of Order powers in respect of statutory undertaker land is justified in this case.

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	high-level position which it sweepingly applies to a number of different undertakers.	
5.4	Cadent's protective provisions are not a "veto"; they are a process to regulate the interaction of land rights, which would otherwise not be controlled. Paragraph (1) does not negate any powers of compulsory acquisition; instead, it limits the acquisition of Cadent's interest until such time as there is an agreement from Cadent and it is always subject to the other terms of the protective provisions. Likewise, other elements of the protective provisions address practical matters such as the treatment of any de-commissioned apparatus (paragraph (5)) and the treatment of land rights at HM Land Registry (paragraph (6)). These matters are not a veto or negation of any powers in the draft DCO, and are instead important controls to address ongoing land rights matters.	The Applicant has responded to the suggestion (misconceived, in the Applicant's view) that the provision does not amount to a veto at ref 3.3 of this table and the submissions before the examination referenced therein.

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5.5	It would be wholly inappropriate for the DCO to authorise powers which could lead to the extinguishment of Cadent's land rights, which are required so that it can safely own and operate the gas distribution network. The Applicant acknowledges the importance of protecting the infrastructure comprised within the gas distribution network, and ensuring that land rights are retained is a key element of this protection.	See the Applicant's response at ref 5.1 of this table.
5.6	Cadent has no objection in principle to the development, and has no intention of veto-ing the development. However, Cadent must take the necessary steps to protect the gas distribution network and ensure the safe and efficient operation of the gas distribution network.	These comments are noted and, to be clear, the protective provisions for Cadent included in Schedule 14, Part 8 of the draft DCO [REP6-002] do provide the protection which Cadent refers to.
5.7	Cadent has submitted its preferred form of protective provisions into this examination. The Applicant has not responded at earlier deadlines, has not set out its position and has not	The Applicant has been engaging with Cadent for a significant period of time. The Applicant submitted its preferred form of protective provisions at an appropriate time in the examination process, when negotiations with Cadent had

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	identified why the Cadent protective provisions specifically would not be appropriate.	developed significantly. It should be emphasised in this regard that there is only a single point of disagreement now outstanding between the parties, an important point which Cadent has failed to recognise in its submissions. The Examining Authority will of course be aware that the Applicant's position with regards to the veto provision insisted upon by Cadent and a number of other statutory undertakers was set out at Deadline 4 on 21 July 2026, more than two months ago, via the Justification for the Applicant's Preferred Protective Provisions [REP4-064]. The Applicant is not therefore clear why Cadent has chosen to say that the Applicant has not responded at earlier deadlines, or has not set out its position. This is clearly incorrect.
5.8	The Applicant has not identified how the Cadent protective provisions would, in fact, be an impediment to this scheme. The Applicant relies on Guidance, but has not complied with the same Guidance in the promotion of its draft DCO.	The Applicant has done so, here in response to Cadent's Deadline 6 submissions, in response to Cadent's Deadline 5 comments (see Table 1 of Applicant's response to Deadline 5 Submissions [REP6-048]) and the Justification for the Applicant's Preferred Protective Provisions [REP6-045] .
5.9	The Applicant has not demonstrated why this scheme should be treated as an exception to the significant precedent identified above	The Applicant does not agree, for the reasons set out in this response.

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6.1-6.2	NEXT STEPS In order for Cadent to be able to withdraw its objection, the protective provisions must include this paragraph. Cadent will continue to engage with the Applicant to secure this on a voluntary basis. Cadent notes that the Applicant has not provided a section 127 or section 138 justification	The Applicant does not agree to the inclusion of the provision sought by Cadent and the Applicant is not, for the same reasons, willing to enter into a voluntary agreement with Cadent which would have equivalent effect. The Applicant's section 127 / 138 justification was set out in Justification for the Applicant's Preferred Protective Provisions at Deadline 6 [REP6-O45] .	
Environment Agency [REP6-O84]			
Ref No.	Question	EA Response	Applicant's Response
DCO.4.1	Article 20(10) The EAs deadline 2 response [REP2- 10.2] outlines that dDCO article 20(10) (previously 19(10)) should be removed. This is re-iterated in the EA's deadline 5 representation [REP5-O621_ However, it is not particularly clear why the EA is requesting the removal of this article. Could the EA explain	The purpose of Article 20(10) appears to be to remove the need for any separate 'owner' consent from the EA where an environmental permit for a discharge has been granted. The EA does not agree with this approach because the	The Applicant refers to the response provided to this question in the Applicant Responses to the ExA Commentary on the dDCO [REP6 -O47] and its response to this matter at Table 2: Applicant's response to

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	this in more detail? Presumably this article is aimed at ensuring that separate consent is not required in addition to an environmental permit where such a permit has already been granted? Could the EA provide its preferred wording for this article? Could the applicant please explain in more detail the rationale for the article, taking into account the EA representations. Is there an precedent for this article in made solar DCOs? Is this article necessary if there is no prospect of a permit being applied for (due to the absence of a need for such a permit)?	determination of a permit to discharge water does not provide a mechanism through which the EA can consider or grant any consent that may be required in its capacity as riparian landowner. Additionally: • The EA would only be required to provide agreement under Article 20(3) where it is the riparian landowner at the proposed discharge location – it does not 'own' watercourses, public sewers or drains. • An environmental permit application under Environmental Permitting Regulation 12(1)(b) can only be determined by	Environment Agency, ref EN1 of its Response to Deadline 3 submission [REP4-065] The Applicant emphasises that the provision does not remove the requirement to obtain any environmental permit. Rather, it is intended to avoid duplicate regulatory approval where the proposed discharge has already been assessed and authorised through the environmental permitting regime. Article 20(1) applies whether the Environment Agency's consent would otherwise be required under article 20(3) in relation to a discharge into a watercourse, public sewer or drain which "belongs to" the Environment Agency and an Environmental Permit authorising the discharge has
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		reference to environmental and water quality considerations. • The permit determination process cannot be used to consider grant or deem any separate landowner consent – The EA's operational procedures do not allow these separate considerations to be collapsed into a single approval – the EA's regulatory and landowner functions are separate and distinct. • Physical works associated with a discharge to a main river would also require	been granted. In those circumstances, the Applicant considers that requiring a further consent in relation to the discharge itself would be unnecessary. The Applicant notes the Environment Agency's comments regarding landownership. However, article 20(10) reflects a well-established provision and is intended to apply in circumstances where the Environment Agency is the relevant owner of the receiving watercourse, drain or related asset for the purposes of article 20(3). The Applicant does not contend that article 20(1) removes the need to obtain any further approvals, agreements or rights that may
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		approval under the Protective Provisions – the Applicant acknowledges this in its Deadline 4 Submission (under Ref. ENI, page 4, REP4-0651). • The Applicant is also currently negotiating a deed with the EA to obtain rights to discharge and install an outfall pipe for surface water and groundwater drainage into the open and culverted drains where the EA is the riparian landowner, within the site – implied/deemed landowner consent is not welcomed through this mechanism either.	be required separately, including any approval required pursuant to the protective provisions or any property rights required for the installation, maintenance of operation of drainage infrastructure. Those matters serve different functions and are unaffected by article 20(10). The rationale for article 20(1) is that it streamlines the consenting process by avoiding duplication where the environmental effects of the discharge have already been considered through the environmental permitting regime. The Applicant considers that approach to be consistent with the objective of the Planning Act 2008 regime of providing a comprehensive “one-stop-
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		Consequently, the EA does not agree that the grant of a water discharge permit should give rise to any deemed consent. This position appears to be acknowledged by the Applicant, as they are actively seeking the EA's landowner consent through separate negotiations. That is why the EA considers sub-paragraph (IO) Of Article 20 should be deleted in its entirety and does not propose alternative wording.	shop" consent for NSIPs. Utilising a DCO to require a further consent frustrates that intention. The Applicant notes the provision is included in the London Luton Airport Expansion Development Consent Order 2025 and the Gatwick Airport (Northern Runway Project) Development Consent Order 2025 and considers this approach represents best practice.
DCO.7.4	Requirement 14 REP3-0061 In its written Summary Of oral submissions at ISH2 [REP3-0821 the EA has suggested an additional requirement in relation to land contamination. Could the EA lease clearly set Out why such a requirement is necessary.	The Environmental Statement sets out clear evidence that further contamination investigations/risk assessments are necessary, as follows:	The Applicant notes the Environment Agency's response but remains of the view that a separate contaminated land requirement is neither

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	In particular, please explain what site-specific circumstances (i.e. evidence of potential contamination) necessitate this additional requirement? Could NLC please provide its preferred wording for a requirement as referred to in its comments on the applicant's response to EXQ2 Q2.9.3 [REP5-057]?	• The site lies in an area of environmental sensitivity for groundwater. Chapter 9 Ground Conditions Rev2 [REP3-018] paragraph 9.7.7 states "The western and central zones are 'n Source Protection Zone (SPZ) 3, due to a SPZ 1 at a pumping station 600m west of the Order Limits, and SPZ 2, 250m West. Groundwater vulnerability to pollution is typically Medium, with pads being High where sands Of the Secondary Superficial Aquifer occur'. • There are known, and potential, sources Of	necessary nor justified in this case. The Applicant does not dispute that ES Chapter 9: Ground Conditions [REP3-019] identifies environmental sensitivities, potential contaminant linkages and the need for further investigation in certain locations. However, the existence of potential contamination risks does not in itself demonstrate that a standalone DCO requirement is required. The relevant question is whether appropriate mechanisms are in place to investigate, manage and mitigate those risks. The Applicant's position remains that they are. The Outline CEMP [REP6-032] secures a comprehensive framework for
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		contamination, which are acknowledged in Chapter 9 of the Environmental Statement (paragraph 9.4.21), namely: • Made ground associated with localised farm buildings, ponds and Pits (all areas); • Storage/usage Of oils/chemicals within farmsteads (all areas); • Railway/historic tramway (Land Parcels A and B); • Historic RAF Sandtoft adjacent to and extending into the south of Area E where taxiways and possible bomb store were indicated (Area E); • Unspecified tanks (Land Parcels A and D); • Pumps (Land Parcels B, C and D). The	the investigation and management of contamination risks. This includes commitments for Phase 2 intrusive investigation and assessment of soil and groundwater contamination, management of hazardous materials and waste, procedures for dealing with previously unidentified contamination, and requirements for contamination management, reporting and emergency response procedures throughout construction and decommissioning. These commitments are secured through Requirement 14 of Schedule 2 which stipulates that the detailed CEMP for a relevant phase of the authorised development must be substantially in accordance
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		Detailed Unexploded Ordnance Risk Assessment [REp3_0301 expands further on risks within Area E – as outlined in our response to this assessment, many UXO items contain compounds that can leach into soil if casing corrodes; these can migrate into groundwater. • The Factual Ground Investigation by Donaldson Associates, dated June 2009 (with site work undertaken between February 2009 and April 2009) [APP-107 I, has been used to inform the Phase 1 Ground Conditions Desk Study	with the Outline CEMP [REP6-032]. The Applicant does not therefore agree that the absence of a standalone contamination requirement results in a lack of certainty or enforceability. Rather, the Environment Agency's proposed approach would duplicate controls already secured through Requirement 14 and the Outline CEMP [REP6-032] by creating a separate approval regime for matters that are already required to be addressed through the CEMP process. The Applicant also notes that, whilst the Environment Agency relies on examples where separate contamination requirements were included, the Secretary of State in the
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		in respect of Land Parcel A (APP-0971. We consider this information to be of limited reliability given the length of time which has elapsed since it was undertaken (16 years ago). Ground conditions, and in particular groundwater levels and quality, may have changed significantly and therefore this should be considered and factored into further risk assessments. • Section 7.3 (Preliminary Risk Assessment) Of the Phase 1 Ground Conditions Desk Study [APP-0971 identifies	Springwell Solar Farm Order 2026 ultimately accepted the applicant's position that contamination could be appropriately managed through the CEMP process and did not include the standalone contamination requirement sought by the Environment Agency. The Applicant considers that the same approach is appropriate here.
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		potential contaminant linkages and expressly concludes that these should be assessed further through site investigation. In summary, the available information identifies environmental sensitivities, potential contaminant linkages and a need for further site investigation. This demonstrates that further contamination assessment work is required before it can be concluded with confidence that risks to controlled waters and other receptors have been adequately characterised and, where necessary, mitigated. As set out in Our written summary of Oral submissions [REP3-0821, Table 9-16 of Chapter 9 (Page	
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		50) [APP-046] reports the potential effects as 'Minor or locally Moderate Adverse (Significant)'. The assessment of likely significant effects may only rely upon mitigation where those measures are sufficiently defined, secured and capable Of enforcement. It is our view that the only transparent and enforceable mechanism by which the EXA (and the SoS) can be satisfied that the necessary contamination investigation, risk assessment, remediation (where required) and verification will be undertaken is through a dedicated Requirement on the face of the DCO- A standalone Requirement is both proportionate and consistent with established practice for developments where contamination risks require	
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		further investigation and potentially phased remediation. The Requirement sought by the EA satisfies the relevant tests as it is precise, enforceable, necessary, relevant to the development, relevant to planning and reasonable. The Requirement we are requesting: provides clarity and certainty regarding the required staged approval process; • ensures that site investigation, risk assessment, remediation strategy and verification submissions are provided to and approved by the	
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		relevant regulatory authorities (the CEMP does not, and in our view should not, do this – a CEMP is primarily concerned with managing construction activities); • will ensure that any necessary remediation is undertaken in accordance with an approved remediation strategy; • will secure an appropriate process for notifying and addressing any previously unidentified contamination encountered during construction;	
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		provides the Local Planning Authority with a clear and auditable mechanism for monitoring compliance and, where necessary, taking enforcement action.	
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.	The Environment Agency notes this request from the EXA. The Environment Agency is satisfied that the Protective Provisions included in the draft DCO are sufficient and there are currently no areas of disagreement in relation to these. We do not anticipate that any further changes will be required to the Protective Provisions for the Protection of the Environment Agency.	The Applicant welcomes the Environment Agency's confirmation on this matter.

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DCO.9.10	Environment Agency (Part 5) The EA's deadline 5 representation [REP5-0621 is noted. However, could the EA please confirm the following: 1: What is the EA's current position if the applicant's preferred PPS [REP5-0401 are adopted? Could the EA set out its position in these circumstances with specific regard to the statutory tests set out at s127 of the Planning Act 2008. In particular, please confirm whether (and if so, how) the proposed development would cause serious detriment to the carrying out of the EA's undertakings. 2: If agreement cannot be reached, please provide your preferred protective provisions for the specific areas of disagreement at deadline 6 (notwithstanding that the EXA acknowledges that negotiations with the applicant are ongoing).	1) The Environment Agency considers that if the Applicant's preferred Protective Provisions (those currently included in Rev 8 of the draft DCO REP5-0021) are adopted, these would provide sufficient protection for the Environment Agency, to allow the disapplication of Regulation 12 of The Environmental Permitting (England and Wales) Regulations 2016 (in respect of flood risk activities). We are also now able to confirm that the Environment Agency's existing statutory powers are sufficient	The Applicant welcomes confirmation from the Environment Agency that the protective provisions in Part 5 of Schedule 14 to the Draft DCO [REP6-002] provide the appropriate level of protection for the Environment Agency to allow for the disapplication of Regulation 12 of The Environmental Permitting (England and Wales) Regulations 2016 (in respect of flood risk activities) and to ensure there would be no serious detriment to the Agency's statutory undertaking for the purposes of section 127 of the Planning Act 2008. The Applicant is committed to continuing to engage with the Environment Agency with regards to the access to the
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	3: Could the EA specifically confirm whether the proposed development would affect any pumping station or related function and whether the applicant's proposed protective provisions address statutory undertakings in relation to pumping stations?	to ensure that the development would not have a serious detriment on its undertakings. 2) N/A 3) There are numerous plots of land that the Environment Agency currently use on a regular basis to access and maintain its assets within the scheme's boundary — we are still continuing discussions with the Applicant's land agent regarding access and our landholdings. However, the Environment Agency is now satisfied that its statutory powers will not be diminished by	Agency's landholdings and hopes that these discussions can reach a final position shortly.
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		the DCO and these will enable it to continue to gain access to its assets for maintenance purposes. Accordingly, the development should not affect any pumping station or related function. For the avoidance of doubt, it is the Environment Agency's statutory owners that will enable it to continue its undertakings — the protective provisions relate to the disapplication of Regulation 12 of The Environmental Permitting (England and Wales) Regulations 2016 (in respect of	
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		flood risk activities) only.	
Canal and River Trust [REP6-086]			
DCO 2.4	Question directed at the Trust: Could CRT please provide a response to the applicant's deadline 5 response [REP5-042] to CRT deadline 4 submissions? 1. The Trust welcomes the Applicant's commitment (see p4 of [REP5-042]) to amend article 9(1)(h) of the draft DCO to remove the words "materially adverse". We note that the draft DCO submitted at deadline 5 did not show this amendment. 2. The Trust considers the tailpiece proposed by the Applicant "unless such an impact is authorised by the provisions of Schedule 14" would not make sense. The historic acts listed in Schedule 3 of the draft DCO are part of the enabling acts of the Trust. They are the equivalent	In response to the comments raised by the Trust: 1. This amendment to article 9(1)(g) was made in the draft DCO submitted at Deadline 6 [REP6-002]. 2. The Applicant does not understand the Trust's concern or reasoning on this point. The tailpiece is designed to qualify the extent to which the existence of impacts on the operation or maintenance of the Stainforth and Keadby Canal, as a result of the Scheme, would override historic legislation. If the existence of an impact is expressly or implicitly accepted by the Trust in giving an approval under the protective provisions for the Trust's benefit, the provisions of the historic acts identified in Schedule 3 of the draft DCO [REP6-002]	

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	of modern-day DCOs, providing an undertaker with the powers it needs to carry on its undertaking. Disapplying parts of that legislation has the potential to remove the Trust's powers to carry on its navigation undertaking. If that was the case, it would bring into question (a) whether the Trust was able to properly carry on its navigation undertaking and (b) whether the Trust would have the power to grant the consents for detailed design etc provided in the protective provisions. 3. Since the Applicant does not, understandably at this stage, have detailed designs of the parts of the proposed development that would affect the Trust's network, the protective provisions provide mechanisms, to be used in the future, to agree detailed designs, working methods etc with the Trust. The Trust is seeking this protection in a way that would not impede delivery of the proposed development as the	should not impede the carrying out of the authorised development. 3. These comments are noted and the Applicant has worked extensively with the Trust to seek to reach agreement on the terms of the protective provisions. 4. The Applicant's responses to these comments are below.
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	Trust's consent is not to be unreasonably withheld or delayed. 4. Please see below for our comments on the Applicant's proposal to prevent maintenance of the canal.	
DCO 9.4	Question directed at the Trust: Table 2 of the applicant's justification for preferred protective provisions [REP5 040] suggests in part that the CRT is seeking a much higher liability cap than was agreed for the made West Burton, Gate Burton, Cottam and Tillbridge DCOs. Could CRT please confirm why it is seeking a higher liability cap in respect of this proposed development? The reason for seeking a liability cap of £100 million is set out in the Trust's deadline 5 submission [REP5-061]: The liability caps observed in other DCOs reflect the proposed NSIP infrastructure and the surrounding environment. In the case of the solar farm DCOs cited, with proposed cable crossings under the river Trent, the environment	The Trust confirms that the primary basis on which it seeks a higher cap in this case is that the Scheme interfaces with a manmade canal rather than a natural feature. The Trust relies on that distinction alone to justify, on a precautionary basis, a level of liability which is twenty times greater than the equivalent caps agreed in the protective provisions for comparable solar Orders. However, the Scheme is not an outlier in seeking development consent for crossings of a manmade canal and yet the Applicant does not understand that the Trust was seeking to insist upon a liability cap of £100m in the context of those Orders. See for example the Keadby 3 (Carbon Captured Equipped Gas Fired Generating Station) Order (which also included provision for a crossing of the Stainforth & Keadby Canal) the HyNet Carbon Dioxide Pipeline 2024, which included a crossing of

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is a navigable river, where the river bed is naturally formed. In contrast, the proposed cable crossing of Tween Bridge Solar NSIP is below a manmade canal. The crossing point is on a 10 mile 'pound' (the stretch of water between lock gates). Along this stretch, the canal is approximately 30m wide and 2.5 to 3m in depth and holds a significant amount of water. The Trust does not hold any breach modelling for this location. The canal also supplies water to Keadby 2 power station (in operation) for cooling purposes. The provision of water for cooling purposes is also required for the Keadby 3 scheme, which benefits from development consent. The cap of £100m is proposed as a precautionary estimate of potential losses from any damage to the canal in this location. In the absence of detailed information such as drill profile drawings, drill diameter, settlement calculations, bore logs, RAMS, or flood modelling, the Trust is not in a position to revise that cap downwards.	the Shropshire Union Canal, and the West Midlands Rail Freight Interchange Order 2020 which included a crossing of the Staffordshire and Worcestershire Canal The Trust's submissions also fail to acknowledge the important point that the Applicant is committed to the use of horizontal directional drilling to a minimum depth of 7m below the bed of the Stainforth and Keadby Canal. This is secured by Appendix A: Design Parameters Document [REP2-017], and this is in addition to the extensive controls imposed by the protective provisions for the Trust's benefit in Schedule 14, Part 4 of the draft DCO [REP6-002]. These protective provisions include controls relating to the approval of works within a specified distance of the Canal by the Trust. In these circumstances, there is no justification for the liability cap sought by the Trust in this case, which is excessive and entirely out of step with DCO drafting precedent.
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	The key difference between the schemes is the fact that one is a natural feature (the River Trent), the other (a canal) is manmade. The risk associated with each is therefore different. The Trust has explained to the Applicant that if it provided further information to the Trust, the Trust would consider that information. When considering the indemnity, it is also relevant to highlight the Trust's charitable status and the basis on which it holds the waterways and related assets for the public benefit, explained in paragraph 2 of the Trust's response to deadline 5 [REP-061]. See also the explanation below in the table of differences in proposed protective provision drafting (DIFFERENCE E).	
DCO 9.4	Question directed at the Trust: CRT's deadline 5 representation [REP5-061] is noted. However, could CRT please confirm the following: 1: What is CRT's current position if the applicant's preferred PPs [REP5-040] are adopted, with specific regard to the statutory tests set out at s127 of the Planning Act 2008? In particular, please confirm whether (and if so, how) the proposed development would	The Applicant notes and welcomes the Trust's confirmation regarding the protective provisions set out in Schedule 14, Part 4 of the draft DCO [REP6-002]. The Applicant's response to the matters of difference between the parties with respect to the protective provisions was set out in the Justification for the Applicant's Preferred

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cause serious detriment to the carrying out of CRT's undertakings. 2: If agreement cannot be reached, please provide your preferred protective provisions for the specific areas of disagreement at deadline 6 (notwithstanding that the ExA acknowledges that negotiations with the applicant are ongoing). The Trust welcomes the protective provisions currently preferred by the Applicant are substantially in line with the Trust's standard protective provisions and thanks the Applicant for constructively engaging with the Trust. The Trust and the Applicant have agreed to let the matters outstanding between the organisations be determined by the Secretary of State on the basis of submissions in the examination. Accordingly, enclosed with this letter are (a) a copy of the Trust's preferred protective provisions and (b) a Word compare document, comparing these with the text of the protective provisions in the draft DCO submitted by the Applicant at deadline 5 [REP5-002]. The comparison document highlights the provisions that the Applicant and the Trust have not been	Protective Provisions at Deadline 6 [REP6-045]. This will be updated and submitted at Deadline 8 to reflect the status of negotiations at the end of the examination. REP6-045 also set out the Applicant's position with regards to the test in section 127 of the Planning Act 2008, which the Applicant emphatically considers to be met in this case in view of the extensive protection afforded to the Trust pursuant to the draft DCO, including the protective provisions for the Trust.
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	able to agreed. Set out in the table below, for each of these differences is: • the explanation for the Trust's preferred drafting; and, because the Applicant maintains that compulsory acquisition powers over Trust land should be granted without any constraints due to the protections provided in the protective provisions (paragraph 3.3 of [REP5-040], • the reasons why adopting the Applicant's drafting would mean the proposed development would cause serious detriment to the carrying out of the Trust's undertaking. In the introduction to the Justification for the Applicant's Preferred Protective Provisions (Rev 2) document [REP5 040], the Applicant identifies that, "The protective provisions must strike an appropriate balance between safeguarding the legitimate interests of Statutory Undertakers and ensuring that the powers conferred by the Order remain capable of being exercised effectively." (paragraph 1.1).	
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	The Trust requests the Secretary of State consider that proper protection of a statutory undertaker's undertaking does not equate to rendering a DCO undertaker's powers incapable of being exercised effectively. The need for NSIPs is recognised in national policy, however, in solving one problem, the creation of other problems should be avoided or at least minimised. Also, unless a statutory undertaker is funded and set up in a way that enables it to accommodate the impacts of an NSIP, a statutory undertaker should not bear increased burdens or face increased risks as a result of an NSIP.	
National Highways Limited [REP6-081]		
DCO.9.1	General The ExA notes that negotiation is ongoing on the Protective Provisions (PPs) and on that basis in not proposing to set out preferred wording at this present time. All parties (including Statutory Undertakers) who are negotiating protective provisions should set	The Applicant notes NH's comments and its preferred protective provisions wording. However, the Applicant considers that the inclusion of those protective provisions without amendment would be inappropriate and disproportionate having regard to the very limited nature of the interface between the Scheme and the Strategic Road

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	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. NH previously submitted its preferred protective provision wording into the Examination as an appendix to its RR [RR-O22] and again at Deadline 4, as an appendix to NH's Deadline 4 Submission [REP4-O78]. Table 5 of the Applicant's Justification for its Preferred Protective Provisions [REP5-O39] identifies areas of disagreement between the Applicant and NH in respect of the NH PPs. NH responded to the original version of this document (submitted at Deadline 4, [REP4-O64]) in its Deadline 5 submission [REP5-O63]. The Applicant's updates submitted at Deadline 5 do not alter the parties' positions in respect of the NH PPs. In summary, the principal areas of disagreement between the parties are as follows:	Network, comprising a single trenchless crossing of the M180. The Applicant therefore considers it entirely appropriate to seek a more proportionate set of protections tailored to the specific interface arising in this case. Recent DCO precedent demonstrates that such an approach is well-established and consistent with the principle that protective provisions should reflect the particular circumstances and interfaces under consideration. The Applicant is pleased to note that productive negotiations with NH's advisers have resulted in a narrowing of the areas of disagreement. Whilst those negotiations remain ongoing, the Applicant has set out its position on the NH protective provisions, including the areas of disagreement as they currently stand, in the Justification for the Applicant's Preferred Protective Provisions [REP6-O45]. Positive progress has been made to date, and the Applicant remains confident that further progress can be made prior to the close of the Examination. The Applicant is currently reviewing NH's latest
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	- Definitions of “as built information” and “detailed design information” – as set out in section 3 of NH’s Deadline 5 Submission [REP5-063]. - So-called “veto” provisions (paragraph 7(2)) – NH’s position on this is set out in section 3 of NH’s Deadline 5 Submission [REP5-063]. • Provisional / final certification process and defects period – NH’s position on this is set out in section 3 of NH’s Deadline 5 Submission [REP5-063]. - Insurance – the protective provisions proposed by the Applicant do not make any provision for insurance requirements. Adequate insurance is required to be held by all contractors working on the SRN (including those carrying out operations on, over and under the highway) due to the potential for damage to infrastructure, highway assets and road users. As such, the NH PPs must include an obligation on the undertaker to hold	mark-up of the PPs provided on 22 September 2026 and will provide its response to NH as soon as possible. The Applicant will provide its final preferred form of protective provisions at Deadline 8, together with its final position on any areas of disagreement that remain outstanding at that stage in a further update to REP6-045.
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	appropriate public liability insurance of up to £50,000,000. Bond requirements – NH's position is set out in section 3 of NH's Deadline 5 Submission [REP5-063].	
	National Highways (Part 7) NH's deadline 5 representation [REP5 063] is noted. However, could NH please confirm the following: 1: What is NH's current position if the applicant's preferred PPs [REP5-040] are adopted? Could NH set out its position in these circumstances with specific regard to the statutory tests set out at s127 of the Planning Act 2008. In particular, please confirm whether (and if so, how) the proposed development would cause serious detriment to the carrying out of NH's undertakings. 2: If agreement cannot be reached, please provide your preferred protective provisions for the specific areas of disagreement at	1. The Applicant notes NH's comments. However, the Applicant maintains its previously expressed position that the protective provisions in Schedule 14, Part 7 of the draft DCO [REP6-002] provide a comprehensive level of protection for NH, commensurate with the specific and limited interfaces between the Scheme and the strategic road network in this case. The Applicant does not agree that the inclusion of those provisions in the made Order would result in serious detriment to NH. In this regard, the Applicant notes that similar protective provisions have been included for NH's benefit in other made DCOs, including the HyNet Carbon Dioxide Pipeline Order 2024 and the Southampton to London Pipeline Development Consent Order 2020, in

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	deadline 6 (notwithstanding that the ExA acknowledges that negotiations with the applicant are ongoing). 1. NH's overarching position is that the protective provisions currently proposed for the benefit of NH in the draft DCO [REP5-002] offer insufficient protection to enable the test contained in section 127 (and section 138) of the Planning Act 2008 to be satisfied. More detail in respect of each of these tests is provided below. Section 127 Plot 9/24 comprises operational land forming part of the SRN. NH therefore holds an interest in this plot for the purposes of carrying on its statutory undertaking, and section 127 of the Planning Act 2008 is engaged. The Applicant seeks acquisition of permanent rights over this plot and intends to route a cable under the SRN at this location. These works form part of Work No. 2. As noted above, NH additionally awaits	circumstances involving interfaces with the strategic road network comparable to those arising in respect of the Scheme. The Applicant does not therefore accept that the protective provisions currently included in the draft DCO would result in serious detriment to NH's ability to carry on its statutory undertaking, in accordance with the test laid out in section 127 of the Planning Act 2008. The Applicant addressed the application of the tests in section 127 and 138 of the Planning Act 2008 to NH in Applicant Responses to Stakeholder Responses to ExQ1 [REP3-046] at Deadline 3. the Applicant's case with respect to section 127 and 138 of the Planning Act 2008 was set out in further detail in the Justification for the Applicant's Preferred Protective Provisions at Deadline 6 [REP6-045]. In relation to Plot 10/26, the Applicant confirms that it includes the eastern embankment over the bridge above the SRN, but it has not identified that National Highways have any ownership or rights over plot 10/26 (including the embankment). The Order would authorise works 2 and 8 within this area, as shown on the Works Plans [REP4-002].
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	further information from the Applicant in respect of plot 10/26. Section 127 provides that a DCO may include provision authorising the compulsory acquisition of a right over statutory undertakers' land only to the extent that the Secretary of State is satisfied that the nature and situation of the land are such that either (i) the right can be purchased without serious detriment to the carrying on of the undertaking, or (ii) any detriment to the carrying on of the undertaking, in consequence of the acquisition of the right, can be made good by the undertakers by the use of other land belonging to or available for acquisition by them. As explained in NH's Written Representation [REP1-O67], any works proposed beneath or above the SRN constitute a potential operational and safety risk, and therefore risk serious detriment to NH's undertaking. This detriment would arise if the cabling work caused surface level damage to the carriageway above it, or subsidence, and no bond was in place for NH to access to carry out the emergency works that	The Applicant notes from National Highway's submission at Deadline 4 [REP4-O78] that NH was investigating the nature of its interest in plot 10/26, however the Applicant has not yet received confirmation on this from National Highways. The Applicant would welcome clarification from National Highways as to what rights it has over this land, if any. 2. As noted above, the Applicant will provide its final preferred form of protective provisions with the draft DCO to be submitted at Deadline 8, together with its final position on any areas of disagreement that remain outstanding at that stage in an updated to REP6-O45.
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	would be required. Notably the Applicant has applied for more than just cabling, which has an even greater risk to NH's asset if no bond was provided. If that risk occurred without a bond being put in place, NH has no recourse to a fund that could cover the cost of the work. As such, the SRN would need to be closed in that location until the works were carried out, which could be a potentially significant period of time. Without a bond available, NH would be forced to try to recover the cost of repairing the damage through the indemnity provisions, which would only be possible if the undertaker at that point accepted liability under the indemnity and had recourse to funds to pay out under it. None of this could occur quickly and it would left to the public purse to rectify the damage first to enable the SRN to be reopened to traffic. It cannot be acceptable for the public sector to act as the Proposed Development's financial backstop for damage or defective works to NH's network. As well as financial cost to NH, this poses a substantial reputational risk and could lead to regulatory action for breach of NH's licence conditions.	
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	As noted in section 3 of NH's Deadline 5 Submission [REP5-063], it is significant that the scope of Work No. 2 is much wider than being restricted simply to the laying of electrical cabling, including matters such as erection of fencing, laying down means of access, provision of security measures and works to existing utility assets. There is nothing otherwise in the draft DCO [REP5-002] to limit the works that may be undertaken within plot 9/24 solely to electrical cabling. As such, whilst the Applicant may maintain that the nature of the works proposed in this area are minimal and confined solely to electrical cabling beneath the carriageway, this position is not currently secured in any way within the DCO, and the form of protective provisions proposed by the Applicant is insufficient to secure appropriate protection for NH and the SRN. In these circumstances and without a bond being put in place, there are no grounds on which the Secretary of State could safely conclude that the Applicant's acquisition of permanent rights over plot 9/24 on the wide terms proposed would not cause serious detriment to NH's undertaking. This conclusion was confirmed by	
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	the Secretary of State in the Gatwick Northern Runway DCO decision. In paragraph 21.7.15 of the ExA's recommendation report, the ExA stated that "Whilst the ExA notes the progress made between both parties, it finds both the bond and uncapped indemnity to be necessary to avoid serious detriment to the carrying on of the undertaking under s127 of the PA2008. In this instance, the ExA agrees that it is not appropriate for a public sector agency to potentially fund a private sector burden. As such, in the rDCO the ExA has included the wording as suggested by NH in respect of paragraph 18 of Schedule 9, Part 3".5 The Secretary of State fully endorsed this position in paragraph 442 of the decision letter, stating that "the Secretary of State has considered and agreed with the ExA [ER 21.7.15] that the inclusion of a bond and uncapped indemnity in the Order, suggested by National Highways in respect of paragraph 18 of Schedule 9, Part 3 is necessary to avoid serious detriment to the carrying on of the undertaking under section 127 of the 2008 Act".	
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	Nor is it possible for this risk to be made good by NH's use of other land belonging to or available for acquisition by it. No alternative land can replace the existing structure of the SRN – it cannot be re provided or relocated elsewhere. In light of the above, NH does not consider that the test set out in section 127 can be satisfied in respect of plot 9/24, in the absence of adequate controls within the NH PPs. Section 138 Additionally, there are various plots (7/7, 7/13, 7/14, 7/17, 11/22, 11/24, 12/6, 12/8, 12/9, 12/10, 12/11, 12/12 and 12/13, 12/14 and 12/15) over which NH benefits from rights required for the purposes of its undertaking. Section 138 of the Planning Act is therefore engaged in respect of these plots. Section 138 provides that a DCO may include provision for the extinguishment of statutory undertakers' rights only if the Secretary of State is satisfied that the extinguishment is necessary for the purpose of carrying out the relevant development. As yet the Applicant has not provided evidence demonstrating that any	
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	proposed extinguishment of these rights (in pursuance of the broad powers conferred by article 35 of the draft DCO [REP5-002]) would be necessary for the purposes of the Proposed Development. Again, in the circumstances, NH does not therefore currently consider it is possible to conclude that the test set out in section 138 can be satisfied in respect of these plots. 2. NH refers to its response to DCO.9.1 above and the form of protective provisions appended to its Deadline 4 Submission [REP4 078].	
City of Doncaster Council [REP6-091]		
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]	Article 12(1)(d) of the draft DCO [REP6-002] confirms that "a permit may not be refused on grounds relating to the proposed location of any part of the authorised development". The CDC permit scheme confirms that "the Permit Authority may refuse to issue a Permit due to the

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	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.	proposed location of activity". The Permit Scheme notes that this power of refusal might be exercised where "a proposed activity is unacceptable to the authority because the street in which the works are proposed is already heavily congested with underground services, or has an important traffic function". The Applicant does not consider that it would be appropriate for CDC to refuse a permit on the basis of the location of proposed works in this case. The Applicant is seeking powers to undertake works in the specific locations listed in the schedules to the draft DCO and shown on the accompanying DCO plans. These have been subject to a thorough environmental impact assessment process, extensive pre-application engagement and an examination process which is now approaching 6 months in duration. CDC would have a number of related controls at its disposal, including the construction traffic management plan which it would approve pursuant to Requirement 16 of the draft DCO and the protective provisions for its benefit.
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		If CDC was able to refuse to issue a permit on grounds relating to the location of an activity, this could result in delay to the delivery of the Scheme, because an alternative location for the relevant works would need to be identified and these works would need to be both consentable and deliverable in that alternative location.
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	The Applicant does not agree that a 56-day determination period is justified in this case. The Project is a nationally significant infrastructure project and, as such, there is a clear public interest in ensuring that post-consent approvals are dealt with efficiently and without unnecessary delay. CDC's response to the 28-day period approved in the Peartree Hill Solar Farm Order 2026 appears to be based on the fact that the highway authority in that case did not object to the time period, whereas CDC does so object here. The Applicant does not accept this. The Secretary of State can and routinely does implement changes to DCO drafting in making an Order, whether or not these changes relate to matters taken by Interested

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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 Examination¹ and notes that ERYC did not raise the 28-day period as a point of concern in any of them. 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	Parties during the course of an examination. The Secretary of State could have amended the period if it considered 28 days was insufficient. However, the Secretary of State did not do so. The Applicant notes that the 28-day period is also preceded in the recently made Dean Moor Solar Farm Order 2026, the Helios Renewable Energy Project Order 2025, the Oaklands Farm Solar Part Order 2025 and the Heckington Fen Solar Park Order 2025, in equivalent articles to articles 14, 16, 17, 19 of the Draft DCO [REP6-002]. The Applicant notes that the recently published, Nuclear Regulatory Review 2025 produced by a Taskforce led by John Fingleton, recommended that model provisions for DCO drafting should be reinstated to help solve common problems occurring in the consenting of NSIPs. One of the model provisions included in the Review is the inclusion of 28 day decision making period with deemed consent applying at the end of this. On 26 November 2025, the Prime Minister fully endorsed the recommendations of the Review, accepting
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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	<i>"the principle of all the recommendations it has set out"</i> and in March 2026, the Government published its Implementation Plan and its formal response to the Nuclear Regulatory Review which includes a statement that the Government is <i>"committed to implementing these recommendations as quickly as possible"</i>. The publishing of the Implementation Plan was accompanied by a statement from the Chancellor as follows: <i>"I can announce today that we will legislate to implement the Fingleton review in the next Session, and I recently wrote to industry and regulators to get them to set out their plans to fast-track that implementation in full"</i>. The Applicant therefore considers the inclusion of this article entirely appropriate and necessary to align with the current industry approach. In the Applicant's view, the proposed 28-day period reflects the Government's current policy direction of streamlining and accelerating the delivery of nationally significant infrastructure projects. The matters subject to approval under this article should be capable of being considered within that timeframe, particularly where the
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	periods for determining non requirement applications. For example, in the One Earth Solar Farm Order 20262 (SI2026/934) the equivalent period is 13 weeks (see article 44(4) (procedure in relation to certain approvals etc.).	discharging authority is engaged with the Applicant during the preparation of the relevant submission and is able to request further information where reasonably necessary. The Applicant therefore considers that a 28-day determination period, together with deemed consent in the absence of a decision, is appropriate and proportionate. Extending the determination period to 56 days would introduce unnecessary delay and would be inconsistent with the wider objective of facilitating the timely delivery of nationally significant infrastructure. In addition, the drafting includes a practical mechanism to assist CDC in identifying applications to which the deemed consent provisions apply. The Applicant has included qualifying provisions within the deemed consent provisions within articles 14, 16, 17 and 19. These provide that any application intended to benefit from a deemed consent provision must include a statement confirming that the relevant deeming provision applies to the application. Where no such statement is included, the deemed consent
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		provision will not apply. Furthermore, the operation of deemed consent in any case would not override the need for a permit to be secured separately for activities covered by CDC's Permit Scheme. This is secured by article 12 of the draft DCO [REP6-002] .
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.	The Applicant removed sub-paragraph 14(2)(c) in the Draft DCO [REP6-002] submitted at Deadline 6.
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	The Applicant does not consider CDC's objection to be justified on this matter. CDC's submissions only underscore the need for the provision by acknowledging, as CDC does, that it is conceivable

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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, <u>such consent not to be unreasonably withheld</u>”. [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 <u>or delayed</u>. CDC has made its case in respect of the unsuitability “unreasonably withheld or delayed” in several representations, including: Annex 2 to	that an authority could unreasonably delay the giving of consent pursuant to these provisions. This is not acceptable, especially where the delivery of critical national priority infrastructure is concerned. CDC would be required to exercise its functions under the Order lawfully and in accordance with public law principles. The inclusion of an express requirement that consent is not to be unreasonably withheld or delayed is therefore appropriate and provides additional certainty to both parties regarding the standard to be applied when exercising approval functions under the Order. The Applicant does not agree that the existence of enforcement provisions under the Planning Act 2008 justifies the removal of this safeguard. Whether consent had been unreasonably withheld or delayed would not be a matter for the Applicant to determine unilaterally. Any dispute would be determined via independent scrutiny through the appropriate legal processes and would need to be properly substantiated.
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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	The Applicant therefore considers that the potential consequences of a breach provide no basis for disapplying a requirement which is both reasonable and proportionate in the context of a nationally significant infrastructure project. The provision simply seeks to ensure that approval functions are exercised reasonably and without unnecessary delay, thereby supporting the timely delivery of nationally significant infrastructure whilst preserving CDC's ability to refuse consent where there are proper and justified grounds for doing so.
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	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.	
DCO.7.2	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	The Applicant notes that, as explained in its response to DCO.7.2 in the Applicant's Responses to the ExA's Commentary on the Draft DCO [REP6-047], Requirement 8 of the Draft DCO [REP6-002] was amended at Deadline 6 to include specific biodiversity net gain (BNG) commitments for each habitat unit type. Requirement 8(3)(a) now secures a minimum BNG of 20% in habitat units, 100% in hedgerow units and 10% in watercourse units. The Applicant considers that these amendments address the substance of the ExA's request that Requirement 8(3)(a) should include specific BNG

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	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 Article 8(3)(a) (landscape and ecology management plan) 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—	percentages by reference to the relevant habitat unit types. The wording incorporated into the Draft DCO at Deadline 6 follows discussions with CDC and reflects the position agreed between the parties, as recorded in the Statement of Common Ground with CDC and Table 2–3 of the Record of Engagement submitted at Deadline 6 [REP6–063]. The Applicant notes that, in its response to DCO.7.2, CDC refers to a minimum biodiversity net gain of 25% in habitat units. However, this appears to be inconsistent with CDC's response to Q3.2.2, in which CDC recommended that the Draft DCO should secure a minimum biodiversity net gain of 20% in habitat units, 100% in hedgerow units and 10% in watercourse units. CDC's response to Q3.2.2 also proposed drafting for Requirement 8(3)(a) which is materially the same as the wording incorporated into the Draft DCO at Deadline 6. In these circumstances, the Applicant understands the position agreed between the parties to be that reflected in the current drafting of Requirement 8. The Applicant has sought confirmation from CDC to this effect who has clarified that 20% is the correct and agreed percentage figure in respect of
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	(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 secure a fee of £17,660 to cover CDC's costs for the time taken to review the monitoring reports secured by the 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.	habitat units, and the 25% reference in its comments on Requirement 8 was an error. In relation to CDC's request for a monitoring fee, the Applicant refers to its response to DCO.7.2 in the Applicant's Responses to the ExA's Commentary on the Draft DCO [REP6-002]. For the reasons set out there, the Applicant does not consider it necessary or appropriate for the Draft DCO to secure a monitoring payment to CDC in relation to BNG. In summary: • the Scheme is not subject to the mandatory BNG regime established under the Environment Act 2021; • notwithstanding this, the Draft DCO secures BNG commitments significantly in excess of the statutory minimum requirement for habitat and hedgerow units; • the Applicant, rather than CDC, is responsible for undertaking and reporting the monitoring required under the
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		Landscape and Ecological Management Plan; and neither the Biodiversity Gain Statement for Energy NSIPs nor any other relevant policy or legislative requirement identifies a requirement for a monitoring payment to be made to the local planning authority, not least of all in circumstances such as these where the Applicant is responsible for undertaking and reporting the BNG monitoring. Accordingly, the Applicant does not consider that there is a justification for securing a BNG fee for CDC.
DCO.7.3	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 could 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	The Applicant does not agree with CDC's proposed amendment to Requirement 12. Please see the Applicant's response to DCO.7.3 of the Applicant Responses to ExA's Commentary on dDCO [REP6-047] for on the Applicant's response to this matter.

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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	
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	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	The Applicant notes CDC's response and confirms that it has reviewed CDC's preferred wording on the protective provisions for local highway authorities, which was received on 17 September

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	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.	2026, and will provide both CDC and NLC with a substantive response shortly.
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.	The Applicant updated Schedule 14, Part 10 of the draft DCO at Deadline 6 [REP6-002] to extend the application of the protective provisions for highway authorities to include North Lincolnshire Council in its capacity as local highway authority. The Applicant, CDC and NLC continue to discuss the drafting of these protective provisions and an update will be provided at Deadline 8.

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	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]. 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.	
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]? CDC's detailed response on the protective provisions was contained in Annex – Part 2 of its submission [REP6-091]	The Applicant notes CDC's response and confirms that it has reviewed CDC's preferred wording on the protective provisions for local highway authorities and will provide both CDC and NLC with a substantive response shortly. Any outstanding matters of disagreement between the parties will be set out in an update to the Justification for the Applicant's Preferred Protective Provisions at Deadline 8. This will include the Applicant's reply to any points identified by CDC at Annex – Part 2 of CDC's Deadline 6 submission [REP6-091].

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North Lincolnshire Council [REP6-087]		
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'. NLC agrees with the wording of Article 12 as agreed by CDC and has no further comments to make in this respect.	The Applicant notes this response. The Applicant's comments on article 12(1)(d) of the draft DCO [REP6-002] are provided in response to CDC's REP6-091, ref. DCO 3.2 of this table above.
DCO 7.2	Requirement 8(3)(a) -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 final dDCO omitted any commitment to % BNG in the wording of the LEMP requirement. However,	Please see the Applicant's response to CDC's response to DCO.7.2 set out in this document and the Applicant's response to NLC response to WQ 3.2.2 in Applicant Responses to Interested Party Responses to 3rd Written Questions [Document Reference 8.32 Revision 1] in respect of NLC's anticipated role in the monitoring of new habitats in relation to BNG on land within its administrative boundary.

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	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 response to EXQ2 Q2.2.5. If a different approach is proposed for Tween Bridge then the applicant will need to fully justify this. If the applicant refuses to amend the DCO as above, then it should please provide the alternative wording (setting out area-based habitat unit percentages) to allow the SoS the option of including wording with accurate percentages. CDC and the applicant should also explain how 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.	
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	NLC confirms that it does intend to be involved in the monitoring of new habitats in relation to BNG on land within its administrative boundary. NLC notes the approach taken by the SoS in the Peartree Hill DCO – it looks forward to receiving the Applicant's proposed wording/approach and will comment further once this has been received.	
DCO 7.4	Requirement 14 [REP3-006] In its written summary of oral submissions at ISH2 [REP3-082] the EA has suggested an additional requirement in relation to land contamination. Could the EA please clearly set out why such a requirement is necessary. In particular, please explain what site-specific circumstances (i.e. evidence of potential contamination) necessitate this additional requirement? Could NLC please provide its preferred wording for a requirement as referred to in its comments on the response to EXQ2 Q2.9.3 [REP5-057]? NLCs suggested wording for the suggested additional requirement to deal with contaminated land is as follows. This has been	The Applicant does not consider the inclusion of a separate contaminated land requirement to be necessary. As set out in previous submissions (including [REP4-065] and [REP5-041]), contamination risks are already appropriately secured through Requirement 14 (Construction Environmental Management Plan) of the draft DCO [REP6-002] and the Outline CEMP [REP6-032]. The draft DCO was amended at Deadline 4 [REP4-003] to make clear that, for the purposes of Requirement 14, "commence" includes remedial works in respect of contamination. This means that any such works may only be undertaken pursuant to a CEMP approved by the relevant planning authority following consultation with the Environment

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	shared with the Environment Agency who have advised they are content with the wording below. Contaminated land 1. No phase of the authorised development shall commence until a contamination investigation and assessment report for that phase, together with a written remediation strategy if applicable to deal with any contamination discovered which is likely to cause significant harm to persons or pollution of controlled waters or the environment, has been submitted to and approved in writing by the relevant local planning authority, following consultation with the Environment Agency on matters related to its function. i. Any remediation required must be carried out in accordance with the remediation strategy	Agency insofar as matters relate to its functions. The Outline CEMP [REP6-032] already contains extensive measures relating to contamination management and implementation of those measures and these are secured through Requirement 14. The Applicant has reviewed the wording proposed by NLC and notes that it would introduce a standalone contamination consenting regime requiring contamination investigations, risk assessments, remediation strategies and verification reports to be separately approved before development could proceed. In the Applicant's view, those matters are already capable of being secured through the CEMP and the proposed requirement would therefore duplicate controls that are already secured elsewhere in the Draft DCO. The Applicant also remains of the view that the proposed requirement is not justified by the evidence submitted during the examination by other parties. Whilst contamination risks, including the potential presence of UXO, have been identified and assessed, that does not of itself
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	approved pursuant to sub paragraph (1) prior to the commencement of development other than that required to carry out the approved remediation scheme. The relevant local planning authority must be given two weeks written notice of the developer's intention to commence the remediation scheme works. ii. No development further to that required to carry out the approved remediation scheme shall take place until a verification report that demonstrates the effectiveness of the remediation carried out pursuant to sub-paragraphs (1) and (2) above has been submitted to and approved in writing by the local planning authority, following	demonstrate that a separate DCO requirement is necessary. The relevant question is whether appropriate mitigation and management measures are secured, and the Applicant considers that they are through Requirement 14 of the Draft DCO and the Outline CEMP. The Applicant further notes that, in the case of the Springwell Solar Farm Order 2026, the Secretary of State ultimately accepted the applicant's position that contamination could be appropriately managed through the CEMP process and did not include the standalone contaminated land requirement sought by the Environment Agency. Whilst each application must be considered on its own merits, the Applicant considers that the same approach is appropriate in this case. Accordingly, the Applicant's position remains that the proposed requirement is unnecessary, would duplicate controls already secured through Requirement 14 and the Outline CEMP, and should not be included within the made Order.
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	consultation with the Environment Agency on matters related to its function. iii. In the event that contamination is found at any time when carrying out the approved development that was not previously identified, it must be reported in writing immediately to the relevant local planning authority. An investigation and risk assessment must then be undertaken in accordance with sub-paragraph (1), and where remediation is necessary a remediation scheme must be prepared in accordance with sub-paragraph (2). No further development shall take place in that phase of development until the	
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	approved remediation works have been carried out and a verification report has been submitted to and approved in writing by the local planning authority, following consultation with the Environment Agency on matters related to its function. iv. For the purposes of sub-paragraph (1), 'commence' includes any permitted preliminary works comprising remedial work in respect of any contamination. (6) For the purposes of this phase means any one of Land Parcels A-E as defined on the Environmental Statement Volume 4, Figure 1.2 Land Parcel Plan (Document ref: 6.4.1.2).	
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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. NLC has provided its preferred wording for the protective provision for the Council as local highway authority at Appendix 1 to this Submission. NLC will continue to work with the Applicant and CDC to reach agreement in advance of deadline 8.	The Applicant's response to CDC on this matter applies equally here (see response to CDC's response to DCO.9.1 and DCO9.2 set out in this document). NLC has advised that it is seeking protective provisions at a very late stage in the examination. The Applicant is working diligently to seek to agree on a mutually acceptable set of provisions.
	Part 10 Could NLC and CDC please provide representations on the protective provisions at part 10 of schedule 14 to the dDCO [REP5-	The Applicant's response to CDC on this matter applies equally here (see response to CDC's

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	003]? The applicant is advised that protective provisions should be drafted to apply to highway as opposed to just CDC. This will ensure consistency of approach across administrative boundaries. For that reason, NLC should review the protective provisions in conjunction with the applicant and CDC. The ExA also suggests that these protective provisions should serve to provide necessary functions from Article 18 (now deleted) of the originally submitted dDCO [AS-002]. NLC has provided its preferred wording for the protective provision for the Council as local highway authority at Appendix 1 to this Submission. NLC notes the discussions that have taken place between the Applicant and CDC in this respect and agrees with CDCs position in respect of the wording of the protective provision. NLC has provided separate wording for ease given the permitting scheme in particular is different to that of CDC, however NLC is happy to work with the other	response to DCO.9.1 and DCO9.2 set out in this document).
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	parties to provide wording to apply to both local highway authorities if required.	
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