



BEACON FEN ENERGY PARK

Planning Inspectorate Reference: EN010151

Applicant's Comments on Responses from Interested Parties to SoS Request for Information (July 2026)

Document Reference: 11.2

July 2026



Quality information

Prepared by	Checked by	Verified by	Approved by
HSFK	HSFK	HSFK	LC

Table of Contents

1.	Introduction.....	1
1.1	Overview.....	1
2.	Comments on Responses from Interested Parties to RFI	2
2.1	Natural England	2
2.2	Vicarage Drove Energy Centre Limited ("VDECL").....	3
2.3	Network Rail Infrastructure Limited ("NRIL").....	7
2.4	Fidra Energy Limited ("Fidra").....	9

1. Introduction

1.1 Overview

- 1.1.1 The Secretary of State (by letter dated 2 July 2026) has invited Interested Parties to comment on the responses published in response to his Request for Information ('**RFI**') dated 12 June 2026. Accordingly, this document has been prepared on behalf of Beacon Fen Energy Park Ltd (the '**Applicant**') to provide comments on Interested Parties' responses to the RFI. The Applicant responded to the RFI (**Document Ref: 11.1**) on 25 June ('**Applicant's RFI Response**'). In order not to duplicate the submissions made in the Applicant's RFI Response, in this document the Applicant has responded by exception where the RFI response of another party raises a new matter and/or where the Applicant considers such response may be helpful to the Secretary of State. Silence on an issue, therefore, should not be interpreted as agreement – but instead a recognition of the approach taken by the Applicant to avoid duplicative material being submitted within this document.
- 1.1.2 The Applicant has therefore responded to RFI responses submitted by:
- Natural England
 - Vicarage Drove Energy Centre Limited
 - Network Rail Infrastructure Limited
 - Fidra Energy Limited
- 1.1.3 In relation to the RFI responses submitted by the following Interested Parties, the Applicant has not commented further and instead refers the Secretary of State to the Applicant's RFI Response:
- Vicarage Drove BESS Limited
 - Triton Knoll OFTO Limited
 - National Grid Electricity Distribution (East Midlands) Plc
- 1.1.4 In terms of removal of objections and any update in this respect, the Applicant notes and welcomes the confirmation from Triton Knoll OFTO Limited that it withdraws its relevant representation. In relation to Vicarage Drove BESS Limited the Applicant is pleased to report that the parties have reached agreement on the form of a confidential side agreement, and engrossments will shortly be prepared with parties expected to execute and complete the agreement imminently, allowing Vicarage Drove BESS to withdraw its objection.

2. Comments on Responses from Interested Parties to RFI

2.1 Natural England

Natural England's response to the RFI	Applicant's comments
On the basis that the scheme is considered of low habitat suitability for bats, the distribution of the bat activity surveys over the season are consistent with the requirements of best practice. However, it should be noted the surveys were completed in August and September/October 2022, and May 2023. Natural England would recommend the surveys are updated prior to construction of the scheme to ensure the previous conclusions, and proposed mitigation measures will remain appropriate.	The Applicant welcomes Natural England's confirmation that the distribution of the bat activity surveys over the season are consistent with the requirements of best practice. In relation to Natural England's recommendation that bat activity surveys are updated prior to construction, the Applicant agrees to complete these update surveys, as per the previous scope (of baseline surveys set out in the ES), prior to commencement of works. The Applicant has provided an updated Outline Construction Environmental Management Plan (Document Ref: 6.3.7) ('oCEMP') with this response, which secures this commitment.¹
The scheme has indicated the loss of hedgerows could impact commuting bat species present on site. The size of the gaps to be created have not been detailed, and therefore Natural England cannot comment on the likelihood of the gaps impacting commuting activities. Additionally, the likelihood of the impact is likely to be species dependent. Given this, Natural England welcomes the proposal to install temporary 'crossings' to maintain bat activity at night. The details of the proposed crossings have not been provided for review, and therefore Natural England cannot comment on their suitability. Additionally, Natural England would recommend where impacts are temporary, for example cable installation, post construction connectivity features are installed to maintain the habitat	The Applicant notes Natural England's comments regarding the size of hedgerow gaps, the details of temporary bat crossings, and the recommendation for post-construction connectivity features. The Applicant commits in the oCEMP (Document Ref. 6.3.7) to installing connectivity features to mitigate the impact on bats' commuting activity in respect of the construction phase and (in the Outline Landscape and Ecological Management Plan (Document Ref: 6.3.19) ('oLEMP'), updated with this response) to maintain this post-construction until temporary hedgerow gaps are infilled by established replacement planting.

¹ There is an additional minor update to the oCEMP in relation to quail, which just ensures a consistent approach with other measures included in the oCEMP.

connectivity, whilst the habitat reestablishes.	
The scheme assessed the roost suitability in 2023 and 2024 and it has been highlighted that semi-mature and mature trees will be retained and protected on site. Given the dynamic nature of trees, Natural England would recommend that any tree subject to removal or indirect impacts is re-assessed for roosting potential prior to construction to ensure the conclusions previously reached remain accurate.	The Applicant notes and accepts Natural England's recommendation that any tree subject to removal or indirect impacts should be re-assessed for roosting potential prior to construction. The Applicant confirms that this is consistent with standard pre-construction survey practice. The commitment to update surveys of trees for roosting bats, where impacts are possible, is secured within the oCEMP (Document Ref. 6.3.7) , as updated and provided with this response.
Based on the survey data to date, the scheme has not identified roosts that will be directly or indirectly impacted. As highlighted above, the proposed mitigation measures are likely to be sufficient to manage the commuting impacts identified, notwithstanding further detail being required on the proposed temporary crossing approach. Based on this it is considered unlikely that a mitigation licence is required for the scheme, however as highlighted above, updated surveys should be completed to ensure conclusions remain accurate.	The Applicant welcomes Natural England's confirmation that, based on the survey data to date, it is considered unlikely that a mitigation licence is required for the scheme. This is consistent with the position set out in the Applicant's RFI Response (Document Ref. 11.1) at paragraph 2.2.4. The Applicant notes Natural England's caveat that updated surveys should be completed to ensure conclusions remain accurate and, as set out above, confirms that the mechanism for such updated surveys is secured within the oCEMP (Document Ref. 6.3.7) . Should updated pre-construction surveys identify any change in circumstances that would necessitate a Protected Species Licence, the Applicant would engage with Natural England's Wildlife Licensing Service at that stage, as acknowledged in the Other Consents and Licences Statement (REP1-006) .

2.2 Vicarage Drove Energy Centre Limited ('VDECL')

- 2.2.1 In relation to the response to the RFI from VDECL, the Applicant notes that VDECL's characterisation of the protective provisions included by the Applicant at Part 12 of Schedule 11 to the **draft Development Consent Order (REP8-004)** substantially repeats the submissions made in **VDECL's Closing Summary Statement (AS-049)** and during the examination.

- 2.2.2 The Applicant has previously set out its position in response to such submissions during the examination and in particular in response to ExQ3 CA.3.4 (**REP7-052**), at pages 12-13, and maintains those submissions in full.
- 2.2.3 As referenced within that response to CA.3.4, the Applicant has previously contextualised the nature of/reason for the interface with VDECL's scheme in **The Applicant's Written Summary of Oral Submissions at CAH1 and Response to Action Points (REP4-028)**, at pages 18 – 21. Those submissions explained that the exact detail of the specific bay extension within the Bicker Fen substation (to which the Proposed Development will connect) was still to be confirmed by NGET, and pending such confirmation, it was necessary to preserve appropriate 'routing' flexibility so as not to constrain the Proposed Development in a manner which could impact its overall deliverability and viability.
- 2.2.4 Specific to this interface, those submissions further explained it was not possible to limit the interface in the manner requested by VDECL in their **Relevant Representation (RR-034)** due to the bending radii of the cables requiring a minimum area (which necessarily overlaps with the VDECL scheme) to facilitate the turn into the substation at that location were that to be necessary to deliver the connection.
- 2.2.5 NGET's confirmation on the specific connection point is still not known and will not be during the determination timescales of this project; however, it is not necessary to delay such determination pending that confirmation in the manner VDECL suggest in their representation. The Applicant's approach provides necessary flexibility/protection to cater for the various alternative scenarios.
- 2.2.6 For the avoidance of doubt and to re-confirm the submissions made orally and in writing during the examination, the Applicant would rather avoid this interface with VDECL's project and would only interface with the project because (a) NGET's final infrastructure design and connection configuration has necessitated a connection in this location (as opposed to the eastern part of the substation) and, where it is necessary to connect at that location (b) it has not been possible to route through the south of the substation site (e.g. due to unforeseen ground conditions/other infrastructure in the area that precludes a crossing). The interface with VDECL's project (with as-built apparatus) will require compensation to be paid by the Applicant and so there is a significant commercial deterrent to avoid this interface, regardless of anything that is otherwise specified in the DCO. It will be a last-resort.
- 2.2.7 The commercial deterrent described above provides the practical/rational assurance that the interface will be avoided where it is in the Applicant's gift to do so, but in circumstances where the point of connection means that such interface cannot be avoided (in the scenario described above), then the protective provisions included for VDECL's benefit in part 12 of Schedule 11 of the draft DCO (the 'VDECL Protective Provisions') provide all necessary protection for the VDECL project, balanced against preserving the overall deliverability and viability of the Proposed Development. By way of explanation:
- a) The "VDEC interface area" as defined in the VDECL Protective Provisions is limited to plots 18-52 and 18-56 contained in the **Book of Reference (REP7-011)** and shown on the **Land Plans**

(REP7-003). If the Applicant does need to connect to the substation via the plots within which VDECL has an interest (i.e. from the west side of the substation), it will seek to minimise the interaction (for the reasons outlined above) insofar as possible and in the eastern edge of their site, within the VDEC interface area. These plots were refined during the course of the examination, pulling their western boundary as far east as possible (in response to engagement with VDECL on the matter). The VDEC interface area is estimated to host approximately only 15% of VDECL's installed capacity, with the significant majority of their apparatus installed on the residual part of their site.

- b) The "VDEC interface area" is the extent of the VDECL land within the Order Limits (as defined in the draft DCO) within which the Applicant is proposing to retain its compulsory acquisition powers, and so potentially acquire the necessary land rights to carry out the Proposed Development without further approval from VDECL (or indeed the freeholder).
- c) Whilst the Order Limits extend further west of the VDEC interface area (over plots 18-63 and 18-64, shown greyed out on the Land Plans as being land not subject to compulsory acquisition or temporary possession), the Applicant is not seeking compulsory acquisition powers over that area and so its ability to carry out any of the Proposed Development or exercise any of its powers in that area would be contingent on first reaching agreement with VDECL. Whilst it is considered very unlikely that this further area would be needed, there was not considered to be a harm/detriment to VDECL in retaining such land within the Order Limits given the need for their approval to be provided in such scenario. Reflecting that position, the Applicant is content for the Secretary of State to include a further restriction in the VDECL Protective Provisions which expressly restricts the Applicant from exercising any powers under the DCO in relation to plots 18-63 and 18-64 without the prior written consent of VDECL. The Applicant considers this was the practical position in any case, but is happy to offer this additional wording to remove any residual ambiguity.²
- d) In view of this wider limitation on the exercise of the DCO outside of the VDEC interface area, the focus of the obligations imposed on the Applicant under the VDECL Protective Provisions is limited to the carrying out of works within the VDEC interface area. Amongst other things, the VDECL Protective Provisions provide that, the Applicant must:
 - a. Consult with VDECL on the proposed works, including the timing and proposed construction methodology not less than 56 days prior to their anticipated commencement and have regard to reasonable requests received from VDECL in response;

² A new paragraph could be included after paragraph 158 of the VDECL Protective Provisions to provide that "The undertaker must not exercise the powers conferred pursuant to this Order in plots 18-63 and 18-64 (as shown on the land plans) without the written consent of VDEC."

- b. Provide minimum notice of the actual commencement and subsequent completion dates;
 - c. Allow for VDECL to inspect the works during the construction;
 - d. Ensure VDECL's means of access to their site is unobstructed; and
 - e. Cover VDECL's expenses/costs incurred in relation to any review of the plans/information shared in relation to the VDECL Protective Provisions.
- e) In addition, the Applicant has provided a general indemnity to VDECL for any damage caused to their apparatus as a result of the Applicant's works. This indemnity covers damage caused to any of the VDECL apparatus outside of the VDEC interface area and whilst no such damage is anticipated (with the steps outlined above proposed to further mitigate that theoretical risk), it is designed to provide assurance to VDECL that they will incur no loss by consequence of such works regardless. The indemnity is expressed in similar terms to those provided to other statutory undertakers within the other protective provisions contained in the draft DCO.
- f) The indemnity is not expressed as applying to any damage caused to apparatus within the VDEC interface area in the express acknowledgment that such panels would need to be removed were the Applicant to need to route in this area. Resultant compensation, in the absence of any voluntary commercial agreement, would instead fall to be determined by the Lands Tribunal pursuant to the exercise of the compulsory acquisition powers in the usual way.

2.2.8 The aggregate effect of these protective provisions is that, in circumstances where the Applicant does need to route its grid connection through the VDEC interface area:

- a) Works would be limited to a small part of VDECL's overall site, with a resultant loss of at most, 15% of their installed capacity;
- b) VDECL would be fully notified and consulted on the proposed works in the area, with the Applicant obliged to have regard to representations received in return;
- c) VDECL would be fully compensated for the loss of apparatus in this area, either through voluntary agreement or statutory compensation;
- d) VDECL would be fully indemnified for any loss they suffer as a result of any damage caused to VDECL's apparatus in the remainder of their site as a result of the Applicant's works; and
- e) The Applicant would be unable to exercise any other DCO power within the rest of VDECL's land within the Order Limits without VDECL's consent (and has no compulsory acquisition powers over the same land), so providing VDECL with total discretion/authority.

2.2.9 Whilst some degree of interface/impact may be unavoidable for the reasons stated above, the Applicant considers it has mitigated such interface and

impact to the furthest extent possible, whilst preserving the overall deliverability and commercial viability of the Proposed Development.

- 2.2.10 Accordingly, and by limiting the extent of the impact to those discrete plots, so leaving at least approximately 85 % of the VDECL scheme unimpacted, the Applicant considers there to be no prospect of any serious detriment to the carrying out of VDECL's statutory undertaking such that the tests of section 127 of the Planning Act 2008 can be satisfied were the DCO to be made on its proposed terms.
- 2.2.11 Finally, and for completeness, whilst the Applicant is committed to continuing discussions with VDECL regarding the terms of a commercial agreement, the Applicant does not anticipate this concluding within the determination timescales of this DCO application. However, for the reasons above, the Applicant considers the protective provisions provide appropriate security in the absence of such agreement, which terms would primarily be focussed on matters pertaining to compensation, which is not itself a relevant matter for the determination of the DCO application in any case.

2.3 Network Rail Infrastructure Limited ('NRIL')

- 2.3.1 The Applicant's position related to NRIL remains as set out in the Applicant's RFI Response.
- 2.3.2 The key points contained within the protective provisions proposed by NRIL on which the Applicant does not agree fall into three broad categories:
- a) Restrictions on the exercise of compulsory acquisition powers without the consent of NRIL;
 - b) A restriction on the exercise of a broad range of powers in the DCO (beyond compulsory acquisition powers) without the consent of NRIL;
 - c) The avenue for resolution of disputes with NRIL disagreeing that they should be dealt with pursuant to the arbitration provisions in the draft DCO.
- 2.3.3 The Applicant has addressed these key differences in its response to CA.3.3 within in the **Applicant's Responses to ExQ 3 (REP7-052)**. In that response the Applicant explained that whilst the Applicant is happy to limit certain powers in this way (as specified in paragraph 116 of Part 10 of Schedule 11 of the **draft DCO (REP8-004)**, including Articles 20 (discharge of water), 22 (authority to survey and investigate the land) and 44 (felling or lopping of trees or removal of hedgerows)), the Applicant is not prepared to grant the full extent of the limitation sought by NRIL which would have the effect of conditioning the carrying out and maintenance of the authorised development (Articles 3 and 5), as well as those related to compulsory acquisition/temporary possession (Articles 23, 27, 30, 32, 34 and 35).
- 2.3.4 As previously explained in **REP7-052**, the effect of including such further limitation would be that the Applicant would not be able to acquire the interests it needs to implement, carry out and maintain the Proposed Development without first seeking NRIL's consent, which represents an unacceptable conditionality to the delivery of the Proposed Development considering the status of negotiations between the parties. The parties have been unable to

reach agreement to date due to the conflicting positions held in respect of 'lift and shift' and 'termination' provisions sought by NRIL. The provisions would allow NRIL to require the Applicant to relocate the cables that are proposed to be situated below the railway and relocate them (to a location of NRIL's choosing). The cost of any relocation would, despite the compensation paid for the easement to NRIL for the rights required to accommodate the cables, be borne by the Applicant. However, there is no guarantee, in the absence of any compulsory acquisition powers over the land required for the relocation, that the cables could be relocated, resulting in the Proposed Development ceasing to operate, potentially permanently. The termination provisions could also be applied where relocation is not possible, also resulting in the Proposed Development being permanently taken 'offline'. To reiterate, the associated costs and losses suffered in respect of the permanent or temporary interruption to the generation of electricity from the Proposed Development would be borne by the Applicant, if the provisions sought by NRIL were adopted. This is not considered to be a fair or reasonable risk burden to impose upon the Applicant and/or the Proposed Development.

- 2.3.5 The effect of NRIL's preferred protective provisions and the greater limitation on the Applicant's ability to exercise its powers under the DCO would mean there is no alternative to voluntary agreement being needed with NRIL over their land and which hands NRIL an effective ransom right in respect of the delivery of the Proposed Development, so having the inevitable potential to compromise its delivery/viability.
- 2.3.6 It is important to note that under the Applicant's current drafting of NRIL's protective provisions contained in the draft DCO (Paragraph 117 of Part 10) (and which is not a matter of disagreement with Network Rail), the Applicant must secure NRIL's approval before carrying out any 'specified work' (being so much of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect railway property). For this reason, NRIL's operational undertaking would not be adversely affected by any works undertaken as part of the Proposed Development, even if rights were separately compulsorily acquired to construct and operate the Proposed Development on NRIL's land.
- 2.3.7 As previously noted, there is precedent for the Applicant's approach in a number of energy DCOs, including most recently The National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order 2024 and The National Grid (Bramford to Twinstead Reinforcement) Order 2024, where the Secretary of State agreed with the promoter of those DCOs that consent for the use of compulsory acquisition powers was not required in order to satisfy the test in section 127 of the Planning Act 2008 (Paragraphs 6.8 and 6.10 of the National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order 2024 Decision Letter; Paragraphs 6.57 and 6.58 of the National Grid (Bramford to Twinstead Reinforcement) Order 2024 Decision Letter). The equivalent issues relating to 'lift and shift' and 'termination' provisions were in dispute between the promoters of these precedent DCOs and NRIL. In addition, the decision letter granting development consent for The Associated British Ports (Immingham Green Energy Terminal) Order 2025 specifically noted that at paragraph 183: "it would not be suitable to relocate or move the pipeline once it has been installed and is operational", and so the Secretary of State in that case was "satisfied that with the protective provisions included in the [Immingham]

Order”, which included equivalent drafting to that proposed by the Applicant's preferred form of the NRIL protective provisions. Accordingly, the Secretary of State's determination in favour of the promoter in these DCOs is a direct precedent for the Applicant's position.

- 2.3.8 With respect to the resolution of disputes, the Applicant's preference is to retain the drafting proposed at paragraph 134 of the protective provisions contained in the draft DCO. The benefit of this approach is that the process is contained within the DCO, providing clarity for both parties as to the process, thereby minimising time and additional costs in resolving any dispute.
- 2.3.9 For the reasons highlighted above and set out previously in particular in response to CA.3.3 in **REP7-052**, the Applicant considers that in the absence of such agreement being reached, the form of protective provisions included in Part 10 of Schedule 11 to the draft DCO provide adequate protection to ensure there will be no serious detriment to the carrying on of NRIL's undertaking, so satisfying the relevant test under section 127 of the Planning Act 2008.

2.4 Fidra Energy Limited ('Fidra')

- 2.4.1 The Applicant relies upon the Applicant's RFI Response where it has set out its position in relation to Fidra in full. The Applicant wishes to correct one point in Fidra's response to the RFI, which is that Fidra states that the Applicant withdrew engagement with Fidra due to its perceived delay in the determination of its planning application. The Applicant's approach to negotiations with Fidra has been informed by the status and certainty of the Fidra project (a product both of the position at the time on its planning application as well as in relation to grid connection, as set out in the Applicant's RFI Response), and that as a result the protection sought by Fidra was unnecessary and disproportionate.