



Frodsham Solar

Written Summary of Applicant's Oral Submissions at Compulsory Acquisition Hearing 1 (CAH1)

March 2026

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Planning Act 2008; and Infrastructure Planning (Examination Procedure) Rules 2010

1.0 INTRODUCTION

- 1.1 This note summarises the oral submissions made on behalf of Frodsham Solar Limited (the Applicant) at Compulsory Acquisition Hearing 1 (CAH1) on 24 February 2026, in relation to the application for development consent (Application) for the Frodsham Solar Farm (the Proposed Development). It also incorporates the Applicant's response to the CAH1 Action Points issued by the ExA following the Hearings.
- 1.2 This note does not purport to summarise the oral submissions of other parties, and summaries of submissions made by other parties are only included where necessary to give context to the Applicant's submissions, or where the Applicant agreed with the submission(s) made and so made no further submissions (this is noted within the document where relevant).
- 1.3 As the focus of the Hearing predominantly discussed the position in respect of negotiations with land interests and statutory undertakers, this note, in the main, takes the form of a summary of the position with each party, and should be read alongside the updated Land and Rights Negotiations Tracker and Statutory Undertaker Negotiations Tracker also submitted at Deadline 4.

2.0 STATUTORY UNDERTAKERS

- 2.1 Taking the Protective Provisions in the DCO in turn, Mr. Fox, Senior Associate at Pinsent Masons LLP, on behalf of the Applicant set out that the position is as follows:

Party	Position
Cadent	A form of Protective Provisions and related Side Agreement has been agreed between the Parties and is going through the completion process. The amendments to the Protective Provisions will be submitted once the Agreement has completed.
National Gas Transmission plc	This party's representation has been withdrawn [REP2-020].
Frodsham Wind Farm Limited	Positive discussions were held with this party on 19 February which found an agreed approach to all the issues raised by this party and another 'turn' of the proposed Side Agreement to regulate these issues took place in and around the Hearings. The Applicant is confident that agreement will be able to reached shortly.

SP Manweb plc	The Applicant has agreed all requests for changes to the Protective Provisions sought by SP Manweb plc (including tweaks made alongside this submission at Deadline 4) and is awaiting confirmation that all issues of this party are now resolved.
Shell UK Limited and British Pipelines Agency	The Applicant has had no response from these parties in respect of their Protective Provisions, despite chasing known contacts. The provisions in the DCO are based on those given to Esso in other DCOs.
Essar	The Applicant has been requesting confirmation from Essar as to whether any changes are required to their Protective Provisions, following their Relevant Representation, but as yet has had no detailed reply.
National Grid Electricity Transmission plc	Mr Fox read out a joint position statement with NGET – this is set out below, as per CAH Action Point 3. The position remains as per that statement at Deadline 4.
United Utilities	There is only one paragraph of difference in the Protective Provisions between those currently in the DCO and the ‘standard PPs’ this party has sent to the Applicant. The Applicant has been awaiting and chasing confirmation from its known contacts at UU as to whether they can accept the Applicant’s drafting.
Environment Agency	Discussion on the Protective Provisions is informed by the discussions with the EA on disapplications more generally. No discussions have been held in respect of the detailed drafting of these provisions as of yet, but the parties have exchanged emails and the Applicant has made amends at Deadline 4 to enable the Protective Provisions to be as close as possible to the Agency’s ‘standard’ preferred Protective Provisions (with clarifications specific to the Proposed Development).
Drainage and Highway Authorities (CWCC)	These provisions are agreed with CWCC.
National Highways	The Applicant has updated the National Highways’ Protective Provisions significantly following discussions with this party. These provisions have sought to deal with all the ‘asks’ that National Highways have made in respect of the Proposed Development, including in respect of the Weaver Lane and Brooks Furlong bridge.

	The Applicant will discuss these changes further with National Highways in due course.
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2.2 The Joint Position Statement read out by Mr Fox at CAH1 in respect of NGET was as follows:

As a responsible statutory undertaker, NGET's primary concern is to meet its statutory obligations and to ensure that any development does not adversely affect those statutory obligations. NGET has a duty to protect its position in relation to infrastructure and land which is within or in close proximity to the draft Order Limits. Additionally, NGET must protect any future proposed infrastructure.

NGET has raised concerns in respect of a number of issues relating to the Applicant's proposals as part of the Project in its Written Representation [REP1-061] and its response to the Examining Authority's First Written Questions [REP2-018], and provided a further update on the issues raised in those submissions and a set of requested protective provisions at Deadline 3.

This included the following issues:

- 1. Inclusion of Frodsham Substation within the draft Order Limits:*** *The Applicant seeks permanent acquisition of rights in relation to the whole of NGET's 400kV Frodsham Substation (within parcels 5-17 and 5-18 on the Land Plans [REP1-003]) to facilitate its connection and to deliver other proposed works (as detailed on the Works Plans [AS-007]). It is essential that NGET can ensure the safety and integrity of its existing infrastructure at Frodsham Substation due to it being an operational site which the Applicant acknowledges. NGET had requested that the Applicant removes the extent of NGET's operational substation (within plot 5-17) from the compulsory acquisition powers shown on the Land Plans [REP1-003]. Discussions are well advanced between the Applicant and NGET, and an agreed in principle position has been reached in respect of this to enable NGET's interests to be adequately protected;*
- 2. Inclusion of Green Infrastructure within the Frodsham Substation boundary:*** *The proposals for the Project include the provision of green infrastructure within the boundary of Frodsham Substation. This is shown on Sheet 5 of the Works Plans [AS-007] and the works (Work No. 6A) are described in Schedule 1 of the Order. It is now understood that these works are required to allow for temporary access tracks to be put in place, if required, to allow vehicles to travel between the construction compounds that are shown on the Works Plans, and the NGET/SPEN compound areas; and then to complete associated habitat restoration once they are taken up. It is understood that this area is not proposed for any permanent habitat or landscaping proposals. Discussions are well advanced between the Applicant and NGET, and an agreed in principle position has been reached in respect of these works;*
- 3. Substation Access Road:*** *The Applicant seeks permanent acquisition of rights over the access road into the Frodsham 400kV Substation (within parcels 5-17, 5-19, 5-20, 5-21, and 5-23). This is a critical access road and NGET's access to the Frodsham Substation must be maintained at all times via the access road.*

NGET and the Applicant have agreed that a shared use management plan will need to be developed to set out how use of the access road will be managed. NGET has also raised concerns previously about the cumulative impacts on the access road of the Project with HyNet Hydrogen Pipeline and Runcorn Carbon Dioxide Spur Pipeline. It is essential that any access required by the projects is coordinated to minimise disruption to the operation of the Frodsham Substation to ensure that NGET can continue to discharge its statutory obligations, and the Applicant has accepted this. More generally, NGET also needs to maintain access rights to all of the 400kV Infrastructure within the Order limits both during construction and operation of the Authorised Development (including NGET's access to its tower bases which are obstructed by the proposed Project) which the Applicant also acknowledges. Discussions are well progressed between the Applicant and NGET in terms of documenting these matters and the parties are in the final stages in respect of agreement on these issues.

Discussions are ongoing between the Applicant and NGET on the terms of the protective provisions. NGET's position with regards to the protective provisions that are required remain as per the version submitted to the Examining Authority at Deadline 3. In particular, NGET requires that its standard insurance and security provisions are included to back up an uncapped indemnity. Without the inclusion of acceptable protective provisions, NGET considers that serious detriment would be caused to NGET's undertaking as well as to other third-party projects that are reliant on NGET's infrastructure. Unless the outstanding issues are resolved to NGET's satisfaction, these issues will amount to a serious detriment to NGET's undertaking pursuant to section 127 of the Planning Act 2008.

Whilst not yet agreed, the Applicant and NGET are hopeful that the PPs will be able to be agreed shortly and consider that the outstanding points seem capable of resolution.

In light of the above, NGET does not intend to appear at the Compulsory Acquisition Hearing and the parties have agreed this statement as an accurate record of progress between the parties. We will continue to keep the Examining Authority updated on these matters.

3.0 OTHER LAND INTERESTS

- 3.1 Mr Fox, on behalf of the Applicant, and in response to questions from ExA and the representation of Innovyn, confirmed that the position in respect of other land interests, where an Option has not already been agreed, is as follows.
- 3.2 In respect of the Crown Estate, the Applicant is continuing to seek to finalise Heads of Terms to allow the Crown Estate to issue its section 35 consent. The Applicant is cognisant of the need for this to be resolved as soon as possible and is endeavouring to do so.
- 3.3 In respect of Teresa and James Mann, the Applicant has now agreed an Option Agreement.

- 3.4 In respect of Messrs Ainsworth and Nicholas, who have interests in small plots adjacent to Moorditch Lane the Applicant is engaging with these parties to reach a negotiated position.
- 3.5 In respect of Innovyn Chlorovinyls Limited, Mr Fox re-iterated that the Applicant remains committed to reaching an agreement. He acknowledged that there had been delays in progression due to administrative matters, but these have now been overcome so as to allow progress to re-start. In respect of CAH1-AP1, the Applicant can confirm that the relevant undertakings and plan discussed at the Hearing, have been issued, prior to Deadline 4.
- 3.6 In respect of Cheshire Green Property Limited, and in response to CAH-AP2, the Applicant sets out its position below.
- 3.7 As noted at the Hearing, the Applicant can confirm that it has been seeking to reach a negotiated settlement with Cheshire Green Property Limited (and the preceding landowner Pickering) ('CGPL') for an extended period. Substantive progress had been made, with close to agreed form of Options (i.e. not just Heads of Terms), before CGPL decided shortly before submission to instead seek an Agreement with a third party. Unfortunately, CGPL's discussions with that third party are not registered on the Land Registry and the Applicant is not able to disclose these communications due to their commercially confidential nature, however it can confirm that these events occurred.
- 3.8 The Applicant understands that this third party is also proposing to bring forward a solar or battery scheme, but there is no public record of that scheme. Shortly before CAH2, the Applicant asked CGPL if it was interested in reaching an Agreement, and CGPL confirmed that they were not. However, shortly after CAH2, the agent on behalf of CGPL wrote to the Applicant again to suggest that it is in fact now interested in doing a deal with the Applicant.
- 3.9 In respect of the justifications with regards to CGPL and paragraph 6.9.3 of the Statement of Reasons [APP-018] the Applicant can now clarify that the third bullet point of paragraph 6.9.3 is not in reference to plot 3-36, as discussed at CAH2, but is in reference to plot 3-41, which is an additional plot in which CGPL hold an interest and which does take up a portion of Brooks Furlong, which is an important access route for the Proposed Development (and the Street Works, Public Rights of Way, Vehicular Usage and Access Plans and associated DCO drafting have been updated to account for this) as Brooks Furlong is in a state that means that it can be used by HGVs.
- 3.10 Whilst, as noted at CAH1, the Applicant accepts that the access track provision within the SADA could be adjusted if the plot was removed, the other elements of paragraph 6.9.3 still remain correct in respect of plot 3-36 – the plot contributes to the generating capacity of the Proposed

Development from solar PVs. Whilst this plot may only be 4MW of the wider scheme, the Applicant notes that, particularly in the context of a scheme that is not as large as some other NSIPs (although this is also the case for other projects), every MW of installed generating capacity counts to make sure that the Proposed Development can maximise the energy that is generated for the Grid and/or the private wire connection.

3.11 The Government has accepted the concept of ‘overplanting’ in NPS EN-3. Footnote 98 of EN-3 refers to overplanting being required to account for degradation in panel array efficiency, and the case of *Ross v Secretary of State for Housing, Communities and Local Government and Renewable Energy Systems Limited [2025] EWHC 1183* confirmed that this is not the only reason that overplanting may be able to be justified. Whilst degradation is relevant to the Applicant, it is also the case that:

- the detailed design of the Proposed Development will need to take account of the complex ground conditions that exist on site; and
- the detailed design of the Proposed Development will need to take account of the constraints imposed by the numerous utilities which exist on site (far more within a smaller area of land than on many other solar schemes). Whilst the Applicant has already sought to account for that, more protective zones may need to be imposed once the detailed location of assets are uncovered.

3.12 In the context that the Applicant is seeking to generate electricity that can be used by the Grid and through private wire, the ability to build on every available parcel will be important to meet these objectives. Given the above constraints, there is no guarantee that all of the land within the Order limits proposed for the solar array will be able to be built out, and as such removing plot 3-36 would reduce the Applicant’s flexibility to be able to react to such constraints.

3.13 In the context of Government policy in NPS-1 which supports the rapid deployment of renewable infrastructure as soon as possible, and in paragraph 4.2.34 that ‘energy security and decarbonising the power sector to combat climate change requires a significant number of deliverable locations for CNP Infrastructure and for each location to maximise its capacity’ (emphasis added), the Applicant considers that this reduction in flexibility cannot be justified.

3.14 This is particularly the case in the context that the ‘private loss’ being outweighed by the benefit of the Proposed Development meeting that policy is not a landowner losing the ability to exploit their land – it is the difference in whatever value they have been able to ascertain from a third party developer and (in the worst case if agreement with CGPL is not reached) the compensation CGPL would receive if compulsory acquisition powers were sought to be utilised.

3.15 Finally, in the context of alternatives, the Applicant's position is that:

- the Applicant sought for an extensive period to avoid compulsory acquisition via a negotiated settlement with CGPL, and was close to signing voluntary agreements prior to submission;
- given that the Applicant had entered into options with all other surrounding landowners and in the context of needing to proceed to submission to meet its grid connection date, it did not consider it appropriate at that late stage to delay the application to try and find a replacement 4MW site; and
- if it had sought to find an alternative similarly sized plot:
 - the negotiation with other landowners indicated that they were not interested in an agreement in relation to placing solar panels between Moorditch Lane and the M56 to the immediate west of the current Order limits;
 - other land in close proximity to the Order limits is not appropriate for solar either because of the Applicant's knowledge of the ground conditions in those cells or given environmental constraints; and
 - beyond this, alternative land would involve either crossing the M56, interfering with Protos development land, or would be such a distance so as to be uneconomical for the MW that would be generated.