

**Deadline 6 Response by National Highways Limited**  
**Application by Frodsham Solar Ltd for an Order granting Development Consent for the Frodsham Solar Farm**  
**Planning Inspectorate Reference Number: EN010153**



This written submission is made on behalf of National Highways ("NH") in respect of an application by Frodsham Solar Limited ("Applicant") for an order granting development consent for the Frodsham Solar Farm ("DCO"). The submission responds to submissions made by the Applicant at Deadline 5 ("DL5").

## 1. COMMENTS ON APPLICANT'S DL5 SUBMISSIONS

1.1 This part of the submission responds to the Applicant's DL5 Submissions.

<u>Document</u>	<u>Applicants' comments/document wording</u>	<u>NH's response</u>
<p>Applicant Responses to ExA Second Written Questions with Appendices (EXQ2) – ExA Q2 REF: 2.9.10 (REF: REP5-041)</p>	<p>To avoid any ambiguity, paragraph 2.2.3 of the oOEMP [as updated alongside this submission] has been revised to include reference to National Highways approval for the use of the M56 overbridges by emergency vehicles.</p> <p>It is noted that within the response received from CFRS (Appendix F), that a BESS site, i.e. the compound for the BESS, should have at least two separate access points to account for opposite wind conditions/direction. As set out in response to action point 6 of Applicant's Response to ISH2 Action Points [REP4-055] it is possible to approach the BESS compound from different directions due to the existing wind farm access tracks that have been integrated in to the design of the Proposed Development and proposed additional internal access roads, both of which are served by the Main Access Route into the Site from the west.</p>	<p>NH is grateful to the Applicant for seeking further clarification on this point.</p> <p>The comments provided by the CFRS, alongside the wording contained within the Protective Provisions for the Protection of National Highways Limited submitted at DL5 (subject to comments/amendments below), are sufficient to satisfy NH that the bridges will not be used to provide emergency access into the site but that, if the position changes, the Protective Provisions will ensure that the necessary Structural Reviews/Surveys and any necessary works will need to take place before the bridges can be used as such.</p>

	<p>As such the Applicant does not consider that a second emergency access route into the Site via Brooks Furlong/Weaver Lane needs to be prescribed in the oBSMP. As a result, surveys of these bridges to check their suitability for emergency vehicles is not a necessity at this stage.</p> <p>The relevant emergency plan will be prepared at the detailed design stage to show how the BESS site can be approached from two angles the Main Access Route into the Site from the west.</p>	
<p>4.3 Book of Reference P06 (BoR) (<b>REF: REP5-013</b>)</p>	<p>Plot 5-17 in the 'Extent, description and situation of land' column references "Permanent acquisition of new rights over 73736.38 square metres of land at electricity substation (Frodsham Substation), marshland, pylons, access road and overhead cables; Sutton, Frodsham, WA6 7SW and which does not include any structure or land contained within, or which forms, the <b>strategic highways network</b> or is owned by National Highways (CH715854 - Absolute Freehold)"</p> <p>References to plots 4-17, 4-19,4-20, 4-21,4-22,4-23,5-10 and 5-11 still appear in the BoR.</p>	<p>Please can the wording relating to Plot 5-17 be amended to reflect the correct terminology which is 'Strategic Road Network' and not 'Strategic Highways Network'.</p> <p>References to plots 4-17, 4-19,4-20, 4-21,4-22,4-23,5-10 and 5-11 still appear in the BoR but these plots no longer appear on the most recent Land and Crown Plans (REP4-002). Please can references to the aforementioned plots be removed from the BoR as previously agreed?</p>

## 2 ADDITIONAL COMMENTS ON dDCO

2.1 This part of the submission responds to the draft DCO submitted as part of the Applicant's DL5 Submissions (DOC REF REP5-002).

<u>DCO Article/Schedule/Requirement</u>	<u>NH's comments</u>
Schedule 2, Requirement 9	<p>The Applicant has previously agreed to add NH as a consultee to Requirement 9 (LEMP), but this has not yet been reflected in the dDCO.</p> <p>The Applicant has agreed this amendment and NH looks forward to seeing this reflected in the updated dDCO submitted at DL6.</p>
Protective Provisions for the protection of National Highways, Paragraph 5(2)	<p>The Applicant has suggested some updated wording which NH is agreeable to, and we look forward to seeing this reflected in the updated dDCO submitted at DL6. That new agreed wording is shown in bold below:</p> <p><b><i>“The undertaker must not construct a car park pursuant to a landscape and ecology management plan approved under requirement 9 or put in place arrangements that would permit or promote emergency vehicles (including without limitation providing for such use in a battery safety management plan put forward under requirement 7) to utilise the bridge which carries Brooks Furlong over the M56 motorway unless and until...”</i></b></p>
Protective Provisions for the protection of National Highways, Paragraph 6(1)(a)	<p>This Paragraph should refer to Article 18 and not Article 18(4).</p> <p>The Applicant has agreed this amendment and NH looks forward to seeing this reflected in the updated dDCO submitted at DL6.</p>
Protective Provisions for the protection of National Highways, Paragraph 6(3)	<p>This Paragraph should refer to Article 46(4), 46(5) and 46(6) and not solely Article 46(4).</p>

	The Applicant has agreed this amendment and NH looks forward to seeing this reflected in the updated dDCO submitted at DL6.
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2.2 For the avoidance of doubt, a copy of the protective provisions NH requires as part of the DCO are annexed below, with amendments shown in bold.

**NATIONAL HIGHWAYS LIMITED**

**April 2026**

## **Annex 1**

SCHEDULE 1      Article **Error! Reference source not found.**

PROTECTIVE PROVISIONS FOR THE PROTECTION OF NATIONAL HIGHWAYS LIMITED

**Application etc.**

1. (1) The provisions of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) Except where expressly amended by the Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000, or the Town and Country Planning (General Permitted Development) (England) Order 2015 shall continue to apply in respect of the exercise of all National Highways' statutory functions.

**Interpretation**

2.—(1) Where the terms defined in article **Error! Reference source not found.** (interpretation) of this Order are inconsistent with sub-paragraph (2) the latter prevail.

(2) In this Schedule—

“National Highways” means National Highways Limited (company number 09346363) whose registered office is at Three Snowhill, Snow Hill Queensway, Birmingham, B4 6GA;

“DBFO contract” means the design build finance operate contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order Limits or any successor or replacement contract that may be current at the relevant time;

“DMRB” means the Design Manual for Roads and Bridges or any replacement or modification of it;

“road space booking” means road space bookings in accordance with National Highways' Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy and “road space bookings shall be construed accordingly”;

“strategic road network” means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including structures, drainage infrastructure, street furniture, verges and vegetation and all other highways assets together with all land, apparatus and rights located in, on, over or under the highway for which National Highways is the highway authority.

“structural assessment” means the process of evaluating the structural capacity and performance of an existing highway structure to determine its ability to safely sustain the current or proposed loads and actions proposed by the undertaker pursuant to paragraph 7 of this Schedule, in accordance with the requirements of the DMRB, including but not limited to CS 451 to CS 454 and the technical approval procedures set out in CG 300. This process may include structural analysis, review of inspection and condition data, verification of material properties, and consideration of applicable load models and safety factors to determine whether the structure is adequate for the intended use or whether mitigation or protective measures are required. Where required under CG 300, the assessment methodology, assumptions and outcomes shall be subject to the relevant technical approval procedures; and

“structural review” means a formal engineering appraisal of an existing highway structure undertaken in accordance with DMRB CS 451 to determine whether a structural assessment is required and, where such assessment is required, to evaluate the adequacy of the structure for current and reasonably foreseeable future loading proposed by the undertaker pursuant to paragraph 7 of this Schedule and to confirm whether the structure can safely remain in service for its intended use, thereby to support decisions on future maintenance interventions.

## General

3.—In respect of any part of the strategic road network that is managed under a DBFO contract both National Highways and the highway operations and maintenance contractor shall have the benefit of this Schedule but for the purposes of any approvals required under this Schedule the undertaker shall liaise directly with National Highways.

(2) Notwithstanding the limits of deviation permitted pursuant to article 4(2) of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out in under or over the strategic road network unless such works are agreed in writing with National Highways at the absolute discretion of National Highways.

(3) References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

## Works outside the Order limits

4.—If the undertaker proposes to carry out works to the strategic road network that are outside of the Order Limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.

## Works

5.—(1) The undertaker must not exercise the powers conferred by—

- (a) article 4 (development consent etc. authorised by this Order);
- (b) article 6 (power to maintain the authorised development);
- (c) article **Error! Reference source not found.** (street works);
- (d) article **Error! Reference source not found.** (power to alter layout, etc. of streets);
- (e) article **Error! Reference source not found.** (construction and maintenance of altered streets);
- (f) article **Error! Reference source not found.** (temporary prohibition or restriction of use of streets and public rights of way, and authorising vehicular use on public rights of way);

- (g) article **Error! Reference source not found.** (access to works);
- (h) article **Error! Reference source not found.** (traffic regulation measures); and
- (i) article **Error! Reference source not found.** (discharge of water);

over any part of the strategic road network without the written consent of National Highways, and National Highways may in connection with any such consent require the undertaker to provide details of any proposed road space bookings and submit a scheme of traffic management for National Highways' approval.

(2) **The undertaker must not construct a car park pursuant to a landscape and ecology management plan approved under requirement 9** or put in place arrangements that would permit or promote emergency vehicles (including without limitation providing for such use in a battery safety management plan put forward under requirement 7) to utilise the bridge which carries Brooks Furlong over the M56 motorway **unless and until—**

- (a) a structural review of the bridge which carries Brooks Furlong over the M56 motorway has been carried out at the undertakers expense to ascertain whether the proposals under article 13(11), or the use by emergency vehicles of the bridge (as appropriate), can be taken forward safely and the results of the structural review have been shared with and approved by National Highways;
- (b) if a structural review carried out pursuant to sub-paragraph (a) identifies that a structural assessment and/or other surveys are required, the structural assessment and/or other surveys have been carried out at the undertaker's expense and the results of the structural assessment and/or other documents shared with and approved by National Highways; and
- (c) if a structural assessment and/or other surveys carried out pursuant to sub-paragraph (b) identifies that works are required to that bridge prior to the power under article 13(11) being able to be utilised, or emergency vehicles usage of the bridge can be proposed (as appropriate), and the undertaker still determines that it wishes to use the powers in article 13(11) or propose emergency vehicle usage of the bridge, those works are carried out at the undertakers expense and to the satisfaction of National Highways.

(3) The undertaker must not exercise the powers conferred by article 13(3), (4), (5) or (6) (permanent stopping up of, and creation of new public right of way and authorising vehicular use on public rights of way) or put in place arrangements that would permit or promote emergency vehicles (including without limitation providing for such use in a battery safety management plan put forward under requirement 7) to utilise the bridge that carries Weaver Lane over the M56 motorway unless and until—

- (a) a structural review of the bridge which carries Weaver Lane over the M56 motorway has been carried out at the undertakers expense to ascertain whether the proposals under article 13(3) (4), (5) or (6) , or the use by emergency vehicles of the bridge, can be taken forward safely and the results of the structural review have been shared with and approved by National Highways;
- (b) if the structural review carried out pursuant to sub-paragraph (a) identifies that a structural assessment and/or other surveys are required, the structural assessment and/or other surveys have been carried out at the undertaker's expense and the results of the structural assessment and/or other documents shared with and approved by National Highways; and
- (c) if a structural assessment and/or other surveys carried out pursuant to sub-paragraph (b) identifies that works are required to that bridge prior to the power under article 13(3), (4), (5) or (6) being able to be utilised, or emergency vehicle usage of the bridge can be proposed, and the undertaker still determines that it wishes to use the powers in article 13(3), (4), (5) and (6) or propose emergency vehicle usage of the bridge, those works are carried out at the undertakers expense and to the satisfaction of National Highways.

(4) Any works that are determined to be required by the structural assessment and/or other surveys carried out under sub-paragraph (2)(b) or (3)(b) must not take place until the undertaker has entered into a bridge agreement with National Highways.

(5) Where a bridge agreement has been entered into, this shall be considered to constitute National Highways' consent, for the purposes of sub-paragraph (1), in respect of the use of the powers listed in that sub-paragraph in relation to the works that are the subject of the bridge agreement.

(6) In this paragraph "bridge agreement" means an agreement setting out how any works that are determined to be required by the structural assessment and/or other surveys carried out under sub-paragraph (2)(b) or sub-paragraph (3)(b) are to be carried out, maintained and paid for, such agreement to be entered into at the undertakers expense and subject to terms and conditions imposed at National Highways' absolute discretion but which must be relevant to the works to be undertaken.

## Land

6.—(1) The undertaker must not exercise the powers conferred by—

- (a) **article Error! Reference source not found. (protective works to buildings);**
- (b) **article Error! Reference source not found.** (authority to survey and investigate the land);
- (c) **article Error! Reference source not found.** (compulsory acquisition of land);
- (d) **article Error! Reference source not found.** (compulsory acquisition of rights);
- (e) **article Error! Reference source not found.** (acquisition of subsoil or airspace only);
- (f) **article Error! Reference source not found.** (rights under or over streets);
- (g) **article Error! Reference source not found.** (temporary use of land for constructing the authorised development);
- (h) **article Error! Reference source not found.** (temporary use of land for maintaining the authorised development); and
- (i) **article 39** (felling and lopping of trees and removal of hedgerows);

over any part of the strategic road network or in respect of any other land owned by National Highways or extinguish any existing rights or interfere with apparatus of National Highways in respect of any third party property, except with the consent of National Highways by written request to [legalservicesinbox@nationalhighways.co.uk](mailto:legalservicesinbox@nationalhighways.co.uk).

(2) **Article Error! Reference source not found.** (private rights) and **article Error! Reference source not found.** (power to override easements and other rights) do not apply to the strategic road network, unless requested to and approved in writing by National Highways.

(3) **Articles 46(4), 46(5) and 46(6)** (procedure in relation to certain approvals etc.) does not apply to any application for consent, agreement or approval required or contemplated by any of the provisions under this Schedule.

## Indemnity

8.- The undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses, and liabilities suffered by National Highways arising from or in connection with the exercise of or failure to exercise any power under this Order and any such costs shall be paid to National Highways within 14 days of demand save for any loss arising out of or in consequence of any negligent act or default of National Highways.

## Expert Determination

7.—(1) Article **Error! Reference source not found.** (arbitration) of the Order does not apply to this Schedule.

(2) Any difference under this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use all reasonable but commercially prudent endeavours to do so within 21 days from the date that an expert is appointed.

(5) The expert must—

- (a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 7 days of the expert's appointment;
- (b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;
- (c) issue a decision within 7 days of receipt of the submissions under sub-paragraph (b); and
- (d) give reasons for the decision.

(6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article **Error! Reference source not found.** (arbitration).

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.