

29 April 2026

THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010

FRODSHAM SOLAR PROJECT

SUBMISSION TO THE EXAMINING AUTHORITY AT DEADLINE 7

REF: SLVY/3014140.11



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SUBMISSION TO THE EXAMINING AUTHORITY AT DEADLINE 7
ON BEHALF OF ESSAR OIL (UK) LIMITED ("EET FUELS")

1 INTRODUCTION

1.1 As previously noted (Submission ID: S6EC5AD9D):

Essar Oil (UK) Limited (now known as EET Fuels) confirm that they support the application and the Frodsham Solar project. However, there are the following points that we wish to make for consideration as the project proceeds. Essar Oil operate the nearby Stanlow Refinery and there are existing pipeline assets that cross land within the project extent. These pipelines are of huge significance to the refinery operations and to the wider region through the fuels they provide. Within the draft Development Consent Order there are proposed protective provisions for these essential pipeline assets and Essar require both parties to work reasonably to agree appropriate protections within the finalised wording of the Order.

Additionally, there has been some uncertainty about the precise location of the pipelines and there is a risk that some elements of the current design for the proposed development may encroach into the protective strip above the pipelines. Essar are working to provide updated information to record the location of the pipelines and may require the final design of the development to be amended to account for the pipelines' presence.

2 UPDATE ON PROTECTIVE PROVISIONS

2.1 EET Fuels and the applicant continue to discuss the protective provisions.

2.2 Certain amendments to the protective provisions (as currently drafted in the draft Development Consent Order) are required (possibly alongside a separate contractual agreement) – in order for EET Fuels to be comfortable with the protective provisions (such that EET Fuels can support the application).

2.3 By way of update before the examination closes, we append a copy of EET Fuels' required protective provisions (which continue to be under discussion between EET Fuels and the applicant), using a tracked changes / comparison document. The tracked changes show the requested amendments as against the version of the protective provisions which the applicant's solicitors provided to us.

2.4 The collaborative objective remains: An agreed set of protective provisions as between EET Fuels and the applicant (possibly alongside a separate contractual agreement). So, as needed, EET Fuels intends to continue to engage with the applicant post-examination.

Bryan Cave Leighton Paisner LLP

For and on behalf of Essar Oil (UK) Limited

29 April 2026

APPENDIX

SCHEDULE 22

Article xx

PROTECTIVE PROVISIONS FOR THE PROTECTION OF ESSAR LTD OIL (UK) LIMITED

1. The provisions of this Schedule have effect for the protection of Essar unless otherwise agreed in writing between the undertaker and Essar.

Interpretation

2. In this Schedule—

“acceptable security” means a parent company guarantee from a parent company in favour of Essar to cover the undertaker’s liability to Essar to a total liability cap of an amount to be agreed between the undertaker and Essar (both acting reasonably) (in a form reasonably satisfactory to Essar and where required by Essar, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee);

“alternative apparatus” means alternative apparatus adequate to enable Essar to fulfil its functions as a pipe-line operator in a manner no less efficient than previously and having regard to Essar’s standards for the construction and operation of a pipeline;

“alternative rights” means new rights for the construction and for access to and for the use, protection, inspection, maintenance, repair and renewal of apparatus or alternative apparatus including any restrictions on the landowner and occupiers for the protection of the apparatus or alternative apparatus and to allow Essar to perform its functions in a manner not less efficient than under the existing rights and having regard to Essar’s standards for the construction and operation of a pipeline;

“apparatus” means the pipeline and storage system owned and/or operated by Essar within or adjacent to the Order limits and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus and includes any ancillary works and apparatus all protective wrappings, valves, valve pits, above ground installations (AGIs), sleeves and slabs, cathodic protection units, equipment and associated anode beds, together with ancillary cables and markers and such legal interest and benefit of property rights and covenants as are vested in Essar in respect of those items and, where the context allows, includes alternative apparatus;

“Essar” means Essar LTD Oil (UK) Limited and any successor in title;

“existing rights” means the rights and benefits of covenants enjoyed by Essar ~~in land within the Order limits;~~

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land;

“plan” includes all designs, drawings, specifications, method statements (including RAMs), soil reports, ground surveys, programmes, calculations, risk assessments, pre and post interaction surveys (including in relation to any interactions which may affect the cathodic protection system) and other documents that are reasonably necessary to describe the works to be executed;

“specified work” means any works that are near to, or will or are likely to affect any apparatus or power supply to any apparatus including—

- (a) all intrusive or non-intrusive works within ~~15~~50 metres of any apparatus;
- (b) the crossing of apparatus by other utilities;
- (c) the use of explosives within 400 metres of any apparatus; and
- (d) piling, undertaking of a 3D seismic survey or the sinking boreholes within ~~30~~50 metres of any apparatus,

whether carried out by the undertaker or any third party in connection with the authorised development; and

“works agreement” means an agreement containing sufficient detail as to responsibilities for the design, programming, supervision and carrying out of works under this Schedule or in connection with the authorised development which affect the apparatus.

Acquisition of apparatus

3. —(1) Despite any provision in this Order or anything shown on the land plans or if the Order covers any interest in any land in which any apparatus is placed or over which existing rights are enjoyed by Essar, the undertaker must not acquire any apparatus or acquire, suspend, extinguish or affect any of the existing rights, otherwise than in accordance with this Schedule or by agreement with Essar

(2) Where the undertaker acquires land which is subject to any existing rights and the provisions of paragraph 4 do not apply, the undertaker must retain any notice of the existing rights on the title to the relevant land when registering the undertaker’s title to such acquired land.

Removal of apparatus and rights for alternative apparatus

4. —(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that any apparatus is relocated or diverted, that apparatus must not be removed by the undertaker and any right of Essar to maintain and use that apparatus in that land and to gain access to it must not be extinguished until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of Essar.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give Essar 56 days’ written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Essar reasonably needs to remove any apparatus) the undertaker must, subject to sub-paragraph (3), afford to Essar the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently grant alternative rights for the maintenance of that apparatus in accordance with paragraph 6.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, the undertaker must afford to and, if necessary, acquire for the benefit of Essar the necessary facilities and rights for the construction, maintenance and use of the alternative apparatus and access to it.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Schedule must be constructed in such manner and in such line or situation as may be agreed between Essar and the undertaker or in default of agreement settled by arbitration in accordance with article 39 (arbitration).

(5) Essar must, after the alternative apparatus to be provided or constructed has been agreed or settled in accordance with article 39 (arbitration), and after the grant to Essar of any such facilities and rights as are referred to in sub-paragraph (2), proceed as soon as reasonably practicable using reasonable endeavours to construct and bring into operation the alternative apparatus and subsequently to remove (or if agreed between the parties allow the undertaker to remove) any redundant apparatus required by the undertaker to be removed under the provisions of this Schedule ([provided that, to the extent that such redundant apparatus is not above ground, such redundant apparatus may, at the absolute discretion of Essar, be capped and left safe.](#))

(6) Irrespective of sub-paragraph (5), if the undertaker gives notice in writing to Essar that it desires itself to execute any work, or part of any work in connection with the construction, removal or decommissioning of apparatus in the land of the undertaker or the construction of alternative apparatus, that work, instead of being executed by Essar, must be executed by the undertaker without unnecessary delay under the superintendence, if required, and to the reasonable satisfaction of Essar.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around

the apparatus (where the apparatus is laid in a trench) within 3000 millimetres of the apparatus without Essar's consent unless that apparatus is redundant and disconnected from Essar's remaining system and is more than 3000 millimetres from any live apparatus.

Facilities and rights for alternative apparatus

5. —(1) Where, in accordance with the provisions of this Schedule, the undertaker affords to Essar facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and Essar in accordance with this paragraph or in default of agreement settled by arbitration in accordance with article 39 (arbitration).

(2) Alternative rights must be granted before any alternative apparatus is brought into use or any existing rights extinguished.

(3) The undertaker must grant Essar alternative rights by way of a deed of grant of easement, substantially in the form of Essar's precedent from time to time. If any third party is required to be involved for the grant of alternative rights, the undertaker must secure their agreement at its own cost.

(4) Nothing in this Schedule or contained in the alternative rights requires Essar to divert or remove any alternative apparatus installed in accordance with the provisions of this Schedule and any other agreement between Essar and the undertaker.

(5) In settling those terms and conditions for the alternative rights in respect of alternative apparatus the arbitrator must give effect to all reasonable requirements of the undertaker and Essar for ensuring the safety and efficient operation of the authorised development and the apparatus respectively.

(6) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Essar than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Essar as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case

Retained apparatus: protection

6. —(1) Unless a shorter period is otherwise agreed in writing between the undertaker and Essar, not less than 35 days before commencing any specified work in relation to apparatus the removal of which has not been required by the undertaker under sub-paragraph 4(2) the undertaker must submit to Essar a plan of the works to be executed.

(2) The plan to be submitted to Essar under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works and any associated crossing points to access the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation and reinstatement of backfill during excavations, positioning of plant etc.;
- (d) the position of all apparatus and the approach to the protection of the apparatus (including the protection of cathodic protection units, equipment and associated anode beds);
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regime; and
- (g) and any other information reasonably required by Essar to assess the works.

(3) The specified work must be executed only in accordance with the plan submitted under sub-paragraph (1) and approved by Essar, and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (4) by Essar for the alteration or otherwise for the protection of the apparatus, or for securing access to it; and Essar is entitled to watch and inspect the execution of

the specified work and the undertaker must follow any reasonable instructions from Essar for the safety of the apparatus and those working nearby.

(4) Any reasonable requirements made by Essar under sub-paragraph (2) must be made within a period of 21 days (unless a shorter period is otherwise agreed in writing between the undertaker and Essar) beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(5) If Essar in accordance with sub-paragraph (2) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, this paragraph applies as if the removal of the apparatus had been required by the undertaker under paragraph 4(2) but the undertaker is not required to serve Essar with a new notice under paragraph 4.

(6) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time but (unless otherwise agreed in writing between the undertaker and Essar) in no case less than 28 days before commencing any specified work, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(7) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Essar notice of the works it intends to carry out to remedy the emergency together with a plan as soon as is reasonably practicable and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

(8) In relation to any works which will or may be situated on, over, under or within 15 metres measured in any direction of apparatus, or (wherever situated) impose any load, directly or indirectly, upon the apparatus or involve embankment works within 15 metres of the apparatus, the plan to be submitted to Essar under sub-paragraph (1) must include a material statement describing—

- (a) the exact position of the work;
- (b) the level at which the work is to be constructed or renewed;
- (c) the manner of its construction or renewal;
- (d) the position of the apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to the apparatus

Cathodic protection testing

7. Where in the reasonable opinion of Essar or the undertaker—

- (a) the authorised development might interfere with the ~~existing~~ cathodic protection forming part of any apparatus; or
- (b) any apparatus might interfere with the proposed or existing cathodic protection forming part of the authorised development,

Essar and the undertaker must co-operate in undertaking the tests which ~~the undertaker considers~~ they consider reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection and Essar and the undertaker must carry out the works and enter into such agreements as are reasonably necessary to implement the measures for providing or preserving cathodic protection.

Expenses

8.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Essar the reasonable costs and expenses incurred by Essar in, or in connection with—

- (a) the inspection, removal, alteration or protection of any apparatus;
- (b) the execution of any works required by this Schedule including the purchase, installation and commission of alternative apparatus;
- (c) the review and assessment of plans;
- (d) the watching and inspecting the execution of any specified work, any associated works and any works undertaken by third parties as a result of any specified work (including the assessment of plans); or

(e) imposing reasonable requirements for the protection or alteration of apparatus affected by the authorised development or works as a consequence of the authorised development, which may reasonably be required in consequence of the execution of any such works as are required under this Schedule or are authorised by the Order.

(2) The scrap value of any apparatus removed under the provisions of this Schedule is to be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) Upon the submission of proper and reasonable estimates of costs and expenses to be incurred by Essar, the undertaker must pay Essar sufficiently in advance to enable Essar to undertake its obligations under this Schedule in a manner that is neutral to its cashflow provided that in the event that the costs incurred by Essar are less than the amount paid by the undertaker pursuant to this sub-paragraph (3) then Essar must promptly repay any overpayment to the undertaker.

(4) Where reasonably required by either party, in view of the complexity of any proposed works, timescales, phasing or costs, the parties must with due diligence and good faith negotiate a works agreement.

(5) If in accordance with the provisions of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement ~~settled, is not~~ determined by arbitration in accordance with article 39 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Essar by virtue of sub-paragraph (1) must be reduced by the amount of that excess save ~~wheret~~ to the extent that it is not possible in the circumstances to obtain the existing type of ~~operations; apparatus at the same~~ capacity, and dimensions or place at the existing depth in which case full costs must be borne by the undertaker.

(6) For the purposes of sub-paragraph (5)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus;
- (b) the placing of apparatus that is to Essar's current specification and standards for diversions and protective works must not be treated as a placing of apparatus of better type, greater capacity, greater dimensions or greater depth than those of the existing apparatus; and
- (c) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.

Damage to property and other losses / indemnity

9.—(1) Subject to the following provisions of this paragraph, the undertaker ~~must make reasonable compensation to Essar—~~

- (a) will indemnify Essar for all loss, damage, liability, costs and expenses reasonably suffered or incurred by Essar for which Essar is legally liable as a result of legally sustainable claims brought against Essar by any third party solely arising out of the carrying out of any relevant works or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works;
- (b) must make compensation to Essar in full for the cost reasonably incurred by Essar in making good any damage to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Essar arising from or caused by the carrying out of any relevant works and the authorised development; ~~and~~ or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works;

- (c) must make compensation to Essar in full for the cost reasonably incurred by Essar in stopping, suspending and/or restoring the supply through its pipe-line; and ~~make reasonable compensation to~~
- (d) will indemnify Essar for any other expenses, losses, damages, penalty or costs incurred by Essar by reason or in consequence of any such damage or interruption provided that the same arises in consequence of the carrying out of any relevant works and the authorised development or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works.

(2) The fact that any act or thing may have been done by Essar on behalf of the undertaker or in accordance with a plan approved by Essar or in accordance with any requirement of Essar or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1).

(3) Irrespective of anything to the contrary elsewhere in this Schedule—

- (a) the undertaker and Essar must at all times take reasonable steps to prevent and mitigate any loss, damage, liability, claim, cost or expense recoverable from the other under this Schedule; and
- (b) neither the undertaker nor Essar are liable for any loss, damage, liability, claim, cost or expense suffered or incurred by the other to the extent that the same are incurred as a result of or in connection with the sole, partial or complete breach of this Part of this Schedule or negligence arising out of an act, omission, default or works of the other, its officers, servants, contractors or agents.

(4) Essar must give to the undertaker reasonable notice of any claim or demand to which this paragraph 9 applies. If Essar agrees (such agreement not to be unreasonably withheld or delayed), the undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom. Essar must not compromise or settle any claim or demand or make any admission which might be prejudicial to the claim or demand without the undertaker's consent (such consent not to be unreasonably withheld). Essar must, at the request of the undertaker, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid all reasonable expenses incurred in so doing.

(5) Nothing in this Schedule excludes or limits the liability of the undertaker for death or personal injury resulting from the negligence of the undertaker or any of its officers, employees or agents.

(6) In this paragraph “relevant works” means such of the authorised development as—

- (a) does, will or is likely to affect any apparatus or alternative apparatus (including without limitation the relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus); or
- (b) involves a physical connection or attachment to any apparatus

(7) The undertaker must not commence the authorised development or any intrusive environmental (including archaeological) surveys and investigation or intrusive site or soil surveys on any land in respect of which Essar has an easement, right, operations, assets or other interests or carry out any specified work unless and until Essar has confirmed to the undertaker in writing that it is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker (or its contractor) has procured acceptable professional indemnity insurance, where relevant, and public liability insurance with minimum cover of an amount to be agreed between the undertaker and Essar (both acting reasonably), with respect to the carrying out of the works. The undertaker must maintain such insurance for a period to be agreed between the undertaker and Essar (both acting reasonably).

(8) The undertaker must not commence the authorised development or any intrusive environmental (including archaeological) surveys and investigation or intrusive site or soil surveys on any land in respect of which Essar has an easement, right, operations, assets or other interests or carry out any specified work unless and until Essar has confirmed to the undertaker in writing that it is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security. The undertaker must maintain such acceptable security for a period to be agreed between the undertaker and Essar (both acting reasonably).

Co-operation and reasonableness

10.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker requires the removal of apparatus under this Schedule or Essar makes requirements for the protection or alteration of apparatus under this Schedule, the undertaker must use reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Essar's undertaking and Essar must use its reasonable endeavours to co-operate with the undertaker for that purpose.

(2) The undertaker and Essar must act reasonably in respect of any given term of this Schedule and, in particular, (without prejudice to generality) where any consent or expression of satisfaction is required by this Schedule it must not be unreasonably withheld or delayed.

Miscellaneous

11. Nothing in this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Essar in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made provided that the terms of the relevant enactment or agreement are not inconsistent with the provisions of this Order, including this Schedule. In the case of any inconsistency, the provisions of this Order, including this Schedule, prevail.

Access

12. If in consequence of the agreement reached in accordance with paragraph 3(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Essar to maintain or use the apparatus no less effectively than was possible before such obstruction.