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Our Ref: EN010153/DR/8.53

29 April 2026

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Application Reference: EN010153

Applicant Cover Letter for Examination Deadline 7

I write on behalf of Frodsham Solar Ltd (the "Applicant") in response to the Examining Authority's (ExA's) letter dated 16 December 2025 ('Rule 8 letter') in respect of Examination Deadline 7. This letter sets out the submissions made by the Applicant for Deadline 7.

This letter also provides submissions in relation to:

- Rule 17 letter issued by the Examining Authority on the 24 April 2026 [PD-019];
- Applicant's responses to Deadline 6 Submissions;
- Summary of key remaining outstanding points of disagreement with Cheshire West and Chester Council; and
- Rule 6 Annex E Items.

New Submission Documents

The table below sets out the new documents submitted by the Applicant for Deadline 5.

New Submission Document and Applicant's Document Reference
Applicant Deadline 7 Cover Letter [EN010153/DR/8.53]
Applicant Response to Cheshire West and Chester Council D6 submissions P01 [EN010153/DR/8.54]
8.55 Applicant's Version of Protective Provisions for LBCCS (Without Prejudice) [EN010153/DR/8.55] – submitted in MS Word only

Updated Application and Examination Documents

The table below sets out the updated documents submitted by the Applicant. These have all been submitted pursuant to the Applicant's Deadline 4 submissions.

Updated Document
Application Document Tracker P10 [EN010153/DR/1.5]
Draft Development Consent Order P08 (clean and tracked versions provided) [EN010153/DR/3.1] (MS Word clean version supplied)
Explanatory Memorandum P07 (clean and tracked versions provided) [EN010153/DR/3.2]
Statutory Instrument Validation Report P02 [EN010153/DR/3.3] (validation email supplied)

Updated Document
Information to Inform Habitats Regulations Assessment P06 (clean and tracked) [EN010153/DR/5.3]
ES Vol 2 Appendix 2-3: Permitted Preliminary Works P06 (clean and tracked) [EN010153/DR/6.2]
Design Parameters Statement P06 (clean and tracked versions provided) [EN010153/DR/7.1]
Commitments Register P06 (clean and tracked versions provided) [EN010153/DR/7.2]
Outline Construction Traffic Management Plan P07 (clean and tracked versions provided) [EN010153/DR/7.4]
Outline Construction Environmental Management Plan P08 (clean and tracked versions provided) [EN010153/DR/7.5]
Outline Operational Environmental Management Plan P08 (clean and tracked versions provided) [EN010153/DR/7.6]
Outline Decommissioning Environmental Management Plan P07 (clean and tracked versions provided) [EN010153/DR/7.7]
Outline Skills, Supply Chain and Employment Plan P03 (clean and tracked versions provided) [EN010153/DR/7.11]
Outline Landscape and Ecology Management Plan P08 (clean and tracked versions provided) [EN010153/DR/7.13]
Statement of Common Ground with Natural England P04 [EN010153/DR/8.4] - signed
Draft Development Consent Order – Schedule of Changes P07 [EN010153/DR/8.8]
Statement of Common Ground with Cheshire West and Chester Council P03 [EN010153/DR/8.16] - signed
Statement of Common Ground with Environment Agency P04 [EN010153/DR/8.17] - signed
Statement of Common Ground with National Highways P04 [EN010153/DR/8.18] - signed
Statement of Common Ground with Liverpool Bay CCS Limited P02 [EN010153/DR/8.19] - unsigned
Statement of Commonality P02 [EN010153/DR/8.20]
Statement of Common Ground with the Environment Agency P04 [EN010153/DR/8.17] - signed
Statement of Common Ground with National Highways P03 [EN010153/DR/8.18] - signed
Outline Non-Breeding Bird Mitigation Strategy P07 (clean and tracked versions provided) [EN010153/DR/8.32]

Rule 17 Letter

Within the Rule 17 letter [PD-019], the ExA requested a response from the Applicant on Sulphur hexafluoride (SF6) and BNG Trading Rules.

Sulphur hexafluoride (SF6)

The Applicant has revised the oCEMP, oOEMP and oDEMP to confirm that the Proposed Development will comply with the F-gas Regulation or its successors.

BNG Trading Rules

In response to Q2.4.4 (Applicant Responses to ExA Second Written Questions with appendices (ExQ2) [REP45-041]), the Applicant set out that minor adjustments to the design could be made to achieve no net loss of scrub habitat. Such refinements could be secured at the detailed design stage through the approval of the detailed LEMP.

In response to Q2.4.4, the Applicant also noted that, while the Proposed Development has sought through design to reduce reedbed loss as far as reasonably practicable, having regard to the project objectives, some loss of reedbed was required. However, the overall design of the landscaping scheme, including the creation of the Non-Breeding Bird Mitigation Area, secures an overall biodiversity benefit across the scheme (including a net increase in reedbed area) and delivers positive nature conservation outcomes, notwithstanding that the trading rules established in the BNG metric are not met.

However, CWCC and, in light of the Rule 17 letter, the ExA are seeking to understand whether the Applicant could apply BNG requirements in line with the statutory provisions under the Town and Country Planning Act 1990, thereby requiring the trading rules to be met. Subject to the above point regarding no net loss of scrub habitat, the remaining area preventing the trading rules from being met relates to reedbed habitats.

The Applicant's position remains that the area of reeds present in Cell 5 does not constitute a reedbed as the ground is not sufficiently wet in this location to be consistent with a reedbed classification, which requires the water table to be at or above ground level for most of the year. In other areas of the Site e.g. within one of the canal ponds in the NBBMA and land to the south of Weaver Lane, reedbed habitats are present.

Notwithstanding the Applicant's overall position, and having regard to the matters raised by CWCC and the ExA's Rule 17 letter, the Applicant has reviewed the proposed landscape design further. That review has confirmed that no net loss of reedbed units, based on the Applicant's habitat classification for reedbed noted above including its position that the area of reeds in Cell 5 are <u>not</u> reedbed that is lost, can be accommodated within the Site through an amendment to the proposed habitat mix to include approximately 1.6 hectares of created reedbed habitat.

This would result in a slightly different habitat outcome from that previously assessed, but would continue to achieve the overall biodiversity uplift proposed with Requirement 9(2)(f) as set out in Appendix A to the Deadline 6 Cover Letter, namely a minimum 20% uplift in habitat units, 10% uplift in watercourse units and 75% uplift in hedgerow units.

The Applicant is therefore willing to commit to achieving the relevant statutory biodiversity metric trading rules in respect of reedbed and scrub if this is what is agreed to be desired in discussion with CWCC at the time of approving the detailed LEMP, and it has amended the OLEMP accordingly for Deadline 7. The Applicant's primary means of achieving this would be through on-site habitat creation and design refinement, including the creation of reedbed habitat within the Site and the refinement of scrub habitat provision through the detailed LEMP. Through the approval of the detailed LEMP, the Applicant and the Council would be able to agree the appropriate desired habitat mix in the context of the overall commitment to habitat uplift secured through the DCO Requirement.

If, at the detailed design stage, the final statutory biodiversity metric calculation demonstrates that the required trading rule compliance cannot be achieved through on-site provision alone, the Applicant would be able to address any residual shortfall through the creation or purchase of appropriate off-site biodiversity units.

To secure this commitment, the Applicant has updated the oLEMP and proposes to amend Requirement 9(2)(f) of the draft Development Consent Order to remove reference to excluding reedbed

On this basis, the Applicant considers that it is not necessary to commit at this stage specifically to the purchase of off-site reedbed or scrub units as it would be able to meet the trading rules for reedbed and scrub (as per its habitat classifications) on-site. The draft Development Consent Order and oLEMP would instead secure the outcome sought by the ExA, namely achievement of the stated biodiversity uplift and compliance with the applicable trading rules. This

approach allows the final mechanism for delivery to be determined through the detailed LEMP, while ensuring that any residual requirement for off-site units or statutory credits would be secured if on-site delivery proves insufficient.

Whilst the Applicant is content to make the above changes, it considers that the DCO Requirement still needs to refer to an 'uplift' in biodiversity units, rather than referring specifically to 'Biodiversity Net Gain'. This is because, in respect of watercourse units, the uplift in watercourse units can only meet 10% if the works within the NBBMA are included. If they are not included, the Applicant's proposals would deliver 7.77% uplift. The Applicant notes that this is still an uplift, and above and beyond the Council's stated desire to ensure no net loss of habitats.

As discussed in previous submissions, strict Metric compliance does not allow for inclusion of the works within the NBBMA. As such, it would not be appropriate to refer to 'biodiversity net gain' of 10% being achieved as that would not be achievable onsite. If the Secretary of State would prefer that language to be used, then the Applicant's position is that the Requirement would need to refer to 7.5% (to allow for dealing with constraints at detailed design), rather than 10%.

The Applicant notes that if the Secretary of State considers 10% is required, in full compliance with the BNG metric, notwithstanding that BNG is not statutory, then off-site units or statutory credits would be required. The Applicant notes that taking these forward would be a potentially disproportionate approach and cost in light of the benefits that are being provided by the NBBMA and the biodiversity benefits of the Proposed Development more generally. Ultimately, however, the Applicant would explore such avenues if it is required to do so.

There is no concern on this matter in respect of other biodiversity units – the percentages given in the current draft Requirement can be met even with the NBBMA works excluded.

Closing Summary Statement

The Applicant has not submitted a separate Closing Summary Statement, as it does not consider that one is necessary, given the position that has been reached at the end of Examination. In summary:

- all matters are agreed with the key statutory bodies: Natural England, the Environment Agency and National Highways, with the positions set out in their submitted SoCGs;
- Cheshire Fire and Rescue Service has indicated that it is content with the Applicant's proposals in respect of the matters that have been discussed in the Examination, and have not indicated any concerns on any other matters (see letters attached to the OBSMP);
- RSPB are agreed with the substance of the Applicant's proposals, with discussions remaining now on the commercial and design details that would always come at the detailed design stage.

In respect of Cheshire Wildlife Trust's key concerns:

- the Applicant has set out its position on the remaining BNG concerns above (noting its responses throughout Examination on BNG more generally);
- RSPB and Natural England have reported that they are content with the NBBMA, now incorporating Cell 2. The Applicant therefore considers that there can be no doubt that the Applicant's mitigation proposals are acceptable; and
- the Applicant has set out its position clearly in relation to skylark matters in its summary of oral submissions at ISH2 (REP4-057) and its response to the Examining Authority's Second Written Questions (REP5-041).

In respect of the key points raised by other non-statutory objections, the Applicant considers that its position is clear on the basis of its previous submissions:

- the Applicant's approach to undertaking pre-application ground conditions and contamination investigations is well-precedented and has not identified any issues that cannot be resolved via standard mitigation techniques, as explained in submissions across the Examination;

- the Applicant's approach to visual mitigation is appropriate, and no further planting needs to be committed to at this stage (as discussed in REP3-041 and at ISH2 [REP4-057])

In respect of Cheshire West and Chester Council, the key issues in dispute relate to ecological matters and the application of Green Belt policy. The Applicant has set out its position on BNG above. In respect of other ecological issues, in summary:

- CWCC has maintained concerns regarding the conclusions of the HRA, principally in relation to the adequacy of the assessment data, the extent of the NBBMA, and the potential for recreational disturbance. The Applicant has engaged constructively with CWCC and has made a series of changes at Deadlines 6 and 7 in an effort to resolve the outstanding matters, including the addition of Cell 2, which CWCC has acknowledged as a positive step. However, agreement has not been reached. The Applicant remains satisfied that the HRA is robust and that the control documents secure appropriate measures to avoid, control and mitigate potential effects. Both Natural England and the RSPB agree with the Applicant's HRA conclusions that the Proposed Development will not adversely affect the integrity of the Mersey Estuary SPA. In light of the expertise and statutory/advisory roles of those bodies, the Applicant considers that the Proposed Development satisfies the relevant requirements of the Habitats Regulations and the policy tests in the National Policy Statements.
- In relation to skylark mitigation, the Applicant maintains that the combined provision of land within the NBBMA and SMA, which now includes retained grassland across Cell 2, together with the proposed management regime, is sufficient to mitigate impacts on skylark while potentially enhancing breeding productivity and success across the Order Limits.
- CWCC has identified concerns in relation to the Local Wildlife Site which covers much of the Site, noting concerns in relation to impacts on qualifying features and loss of connectivity for species that use the Site. The Applicant's position is that, with the mitigation and long-term management proposals, the Proposed Development would provide benefits to habitats across the LWS designation through increased and enhanced habitats secured over 40 years, noting that there is growing evidence that well-managed solar farms can deliver substantial benefits to biodiversity. The Applicant does not agree that there would be negative effects on wildlife corridors or buffers because linear habitats would be retained and improved, additional habitat would be created, and the move away from intensive agricultural use would be beneficial.

In respect of Green Belt, the Applicant's position is that the Site lies within the Green Belt, but that the Proposed Development does not constitute inappropriate development. This is because the Applicant considers the Site to comprise grey belt land and considers that the requirements of paragraph 155 of the NPPF are met. In reaching that conclusion, the Applicant has applied the approach set out in the Planning Practice Guidance, first assessing whether grey belt land is present and then considering the paragraph 155 tests. The Applicant's assessment has therefore followed the structured methodology endorsed by national guidance.

In the event that the Secretary of State does not accept that position, there is nevertheless important common ground between the Applicant and the Council on Green Belt matters. In particular, both parties agree that the Proposed Development is Critical National Priority infrastructure. In those circumstances, it should be taken as a starting point that the test of very special circumstances is met. There remains a difference of view as to the extent of harm to openness and to the purposes of the Green Belt in this location. However, there is agreement that substantial weight should be given to the need for renewable energy, and significant positive weight should be given to the contribution the Proposed Development would make to energy security and to addressing climate change. Accordingly, even if the Proposed Development were to be treated as inappropriate development, the Applicant considers that very special circumstances exist, and that the benefits of the Proposed Development clearly outweigh the identified Green Belt harm.

The Applicant's position on other matters of detail that are not agreed with the Council are set out in the Applicant's response to CWCC's submissions submitted at Deadline 6 and Deadline 7.

By way of further update, the Applicant can confirm that the Post Consent PPA between the Council and the Applicant is agreed in form and will be executed in due course.

In respect of land interests and statutory undertakers, the position in respect of outstanding objections as at Deadline 7 is as follows:

- the position with land interest remains as at Deadline 6, with further correspondence with Inovyn and the Crown Estate having taken place between Deadlines 6 and 7. Appended to this letter is also email correspondence from the agent for Cheshire Green Property Limited, to evidence the progress made referred to at Deadline 6;

- in respect of NGET, the Side Agreement between the Parties is completed, and the Protective Provisions contained within the DCO are the agreed set of Protective Provisions. The Applicant understands that NGET will be confirming this in their submissions, and that they will be withdrawing their objection on the basis of the agreed set of Protective Provisions;

- in respect of Cadent, the Side Agreement between the Parties is agreed and at the time of writing is in the process of being executed, which will enable Cadent to remove its objection shortly;

- in respect of Frodsham Wind Farm Limited, the Parties are now agreed on the wording of a commercial agreement and associated Protective Provisions, which are subject to final checks and board approvals. Once this Agreement is completed, the Parties will update the Secretary of State to confirm the agreed Protective Provisions wording and the withdrawal of Frodsham Wind Farm Limited's objection; and

- in respect of Essar, the Applicant have exchanged correspondence in relation to amendments that Essar are seeking. There are only a small number of points to be bottomed out between the parties. Whilst it is considered that agreement will be able to be reached, this will occur post Examination. An update will be provided to the Secretary of State once agreement is reached however in the interim, the Applicant considers that the draft Protective Provisions for Essar within the draft DCO are appropriate.

In respect of Liverpool Bay CCS Limited, a SoCG has been submitted at Deadline 7. This is a version that has been exchanged between the parties and records both parties' positions. However, it is noted that LBCCS are not, at present, in a position to finalise and sign the SoCG, as they are awaiting final comments from CWCC and NE in relation to their application.

For the reasons set out in the SoCG submitted at Deadline 7, and particularly given the late stage in which these Protective Provisions have been submitted by LBCCS, the Applicant does not consider it appropriate for such provisions to be on the face of the DCO.

However, the Applicant acknowledges that the ExA and Secretary of State may disagree on this, and that the Applicant's position needs to be understood if that were the case. In that context, and in the spirit of collaboration between the parties, the Applicant is continuing to discuss the drafting of these provisions with LBCCS. However, given that the principle and the detail is not agreed, the Applicant has at Deadline 7 submitted its preferred version of LBCCS Protective Provisions, without prejudice to its overall position. Given the Applicant's overall position, these are submitted in a separate document, not in the Applicant's preferred overall DCO.

The Applicant understands that LBCCS will be making a similar submission at Deadline 7, and the Applicant welcomes in particular that the parties are agreed on paragraph 1 (which sets out the circumstances in which the Protective Provisions will not apply).

The main differences between the two versions of the Protective Provisions, and the Applicant's position in respect of them, are as follows:

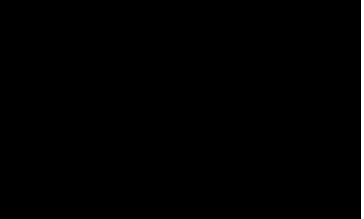
- the Applicant considers that LBCCS should not be able to refuse consent for the use of article 18 or to undertake specified works on the basis simply because access to the pipeline may be blocked. This is because, by

definition, given the location of the NBBMA compared to the pipeline, it may be the case that access needs to be blocked to allow the NBBMA to be carried out. Furthermore, in the operational phase, the Applicant will need to ensure it is able to comply with the NBBMS and not be in breach of the DCO, even if this means that access to the pipeline is temporarily blocked. It is therefore appropriate that there should be carve outs to LBCCS's refusal rights to allow for this (paragraphs 3(1) and 7(5)(b));

- given the nature of the NBBMA creation works and the works required to create a pipeline, it is appropriate that the identification of who is to blame for a ground conditions event should be determined by an expert (paragraph 7(1));
- any requirement for protective works should be to LBCCS's reasonable satisfaction. It is also the case that given the uncertainty in timeframes of the LBCCS pipeline, it is not automatically the case that protective works will be able to take place before specified works take place, and so this should not be a requirement (paragraph 7(8));
- in respect of the indemnity (paragraph 9), the Applicant notes that LBCCS is not a statutory undertaker in the usual sense. The role of the pipeline will be to take carbon from one emitter to connect to the Hynet pipeline. This pipeline has been brought forward in the context of knowing that a solar farm is being brought forward in and around the pipeline, as such the emitter and LBCCS should 'take on' the asset cognisant of the risk of being built in that context. The Applicant also notes that these Protective Provisions being introduced so late have not allowed any discussion on the commercial position in respect of the indemnity and LBCCS should not be rewarded for that by having such a wide ranging indemnity included; and
- in respect of land powers (paragraph 4), the Applicant's position is that the position between the parties should be regulated by a voluntary agreement between the parties. That has always been its position, but LBCCS have not engaged meaningfully on any voluntary terms throughout the Examination period (and sometime beforehand). This is particularly concerning for the Applicant given that any decision reached on the relocation of LBCCS apparatus is likely to have commercial implications for the Applicant as well, as it may need to be moved into areas currently proposed for solar development. As such, the Applicant considers that LBCCS should not be rewarded for not engaging on these matters by having Protective Provisions include provisions which enable the PPs to override any voluntary agreement or require any variation to them unless agreed by the Applicant.

Please do not hesitate to contact the undersigned or [redacted] [redacted]@axis.co.uk) if you have any questions or require any further information.

Yours sincerely



UK Development Lead on behalf of Frodsham Solar Limited (FSL)
FSL is a Cubico Sustainable Investments owned company

Appendix A - email correspondence from the agent for Cheshire Green Property Limited

Appendix A - email correspondence from the agent for Cheshire Green Property Limited

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From: @rostons.co.uk>
Sent: 22 April 2026 18:34
To:
Cc:
Subject: RE: - RENEWABLES - SOLAR PROPOSAL - FRODSHAM LAND

CAUTION - EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe. If you suspect this is a malicious email, please use the Phish Alert button to report it.

Dear

Thank you for your recent email.

I confirm my client is willing to proceed as agreed.

For the avoidance of doubt and such that we can instruct solicitors, could you please finalise a set of Heads of Terms detailing the Lease and Option arrangements to reflect the terms that have been agreed between us.

I look forward to hearing.

Kind regards

Director

Phone: | Mobile:
@rostons.co.uk | www.rostons.co.uk

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