



# Fosse Green Energy

EN010154

## 9.18 Written Summaries of Oral Submissions

Compulsory Acquisition Hearing 2

Planning Act 2008 (as amended)

Regulation 8(1)(k)

Infrastructure Planning (Examination Procedure)

Rules 2010

20 March 2026

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VOLUME

9

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## Planning Act 2008

### The Infrastructure Planning (Examination Procedure) Rules 2010

Fosse Green Energy  
Development Consent Order 202[ ]

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#### 9.18 Written Summaries of Oral Submissions Compulsory Acquisition Hearing 2

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# 1. About this document

## 1.1 Introduction

- 1.1.1 This document summarises the case put by the Applicant, Fosse Green Energy Limited (FGEL), at Compulsory Acquisition Hearing 2 (CAH2) on Thursday 12 March 2026 for the Fosse Green Energy project (the Proposed Development).
- 1.1.2 The hearing opened at 14:30 on Thursday 12 March 2026 and took place as a blended event, at LNER Stadium, Sincil Bank, Lincoln LN5 8LD and by virtual means using Microsoft Teams. CAH2 closed at 16:13 on Thursday 12 March 2026. The agenda for the hearing **[EV8-001]** was published on the Planning Inspectorate's website on 4 March 2026 (the Agenda).
- 1.1.3 This note does not purport to summarise the oral submissions of other Interested Parties (IPs), and summaries of submissions made by other IPs are only included where necessary to give context to the Applicant's submissions.
- 1.1.4 The structure of this note broadly follows the order of the items set out in the Agenda. Numbered agenda items referred to are references to numbered items in the Agenda. It should be noted that although the items addressed at ISH4 followed the Agenda, the order in which these were addressed differed.
- 1.1.5 The Applicant's substantive oral submissions commenced at Item 3 of the Agenda. Therefore, this document does not address Items 1 and 2 of the Agenda, as these were procedural and administrative in nature.

## 1.2 Attendees on behalf of the Applicant

- 1.2.1 [REDACTED] instructed by Womble Bond Dickinson (UK) LLP, appeared on behalf of Fosse Green Energy Limited, the Applicant.
- 1.2.2 The following individual also made submissions throughout the hearing on behalf of the Applicant:
- [REDACTED] AECOM (Design / Scale of Development).
- 1.2.3 The following members of the Applicant's team were also present:
- Jamie Knott, Windel Energy Limited;
  - Gary Toomey, Windel Energy Limited;
  - Helen Heward, Recurrent Energy;
  - Keith McKinney, Fosse Green Energy Limited & Recurrent Energy;
  - [REDACTED], Womble Bond Dickinson (UK) LLP;
  - [REDACTED], Womble Bond Dickinson (UK) LLP; and
  - [REDACTED], Womble Bond Dickinson (UK) LLP.

## 2. The Applicant's Summary of Case on Agenda Item 3.1

### 2.1 Agenda Item 3.1(a) – Summary of Case from Affected Persons attending CAH2 – Prax Downstream UK Limited (in liquidation) and Prax Lindsey Oil Refinery Limited (in liquidation)

#### Issue Discussed

**ExA:** The ExA asked for submissions from Fieldfisher LLP on behalf of BPA as agents for Prax to update the ExA on progress since CAH1.

#### Summary of Applicant's Oral Case

*The below is a brief summary of the submissions made by Fieldfisher LLP on behalf of British Pipeline Agency acting as Agents for Prax, to provide context for the Applicant's submissions in response.*

*Fieldfisher submitted that, since the last hearings, very little had happened. The Applicant provided the requested risk assessment on 29 January 2026, but in Prax's view, the data provided was insufficient and based on incorrect underlying calculations. It was stated that the Applicant considers the conclusions of the risk assessment to show that there is no corrosion risk to the pipeline but in Prax's opinion this is incorrect and potentially dangerously misleading as it includes unproven and untested assumptions.*

*Fieldfisher stated that, although Prax has been chasing for further data and requested further risk assessments be undertaken, the latest position as of 10 March is that the Applicant will be carrying out further investigations and testing, but as yet, this has not happened. In the absence of this data, it is Prax's position that there is no way of assessing whether the project as planned can go ahead safely and whether any mitigation required can be guaranteed to be carried out. Fieldfisher reiterated that this is highly important energy infrastructure and, at this point in time, Prax's position is that the Applicant cannot demonstrate that it has accurately assessed the risks and impediments and that the Order does not contain the powers to cross the pipeline and protect it. Prax does not consider that the potential for damage to the pipeline has sufficiently been taken into account.*

## Issue Discussed

## Summary of Applicant's Oral Case

*Furthermore, even though Prax considers the safety data provided so far is insufficient, the initial assessments by BPA engineers have concluded that, even based on the data that can be usefully extrapolated, there is a risk to the pipeline.*

*Fieldfisher submitted that both Prax entities are in liquidation and have no interest in remaining part of the examination, but that this is not possible, due in Prax's opinion to a lack of engagement from the Applicant in seeking resolution on these specific safety issues.*

*In reference to this perceived lack of engagement, it was stated that no draft bespoke protective provisions have been provided by the Applicant and, in reference to an all parties call which took place on 26 November 2025, if the safety concerns were not expediently and adequately resolved by the Applicant, the only way to address the concerns would be to include bespoke PPs in the draft Order which would contain a provision preventing the Proposed Development from being energised until such time as the issue has been addressed. Fieldfisher noted that it had directed the Applicant's legal representatives to the bespoke protective provisions for CATS North Sea Limited in the Net Zero Teesside Order 2024 and suggested these were used as a basis.*

*Fieldfisher then submitted that it has recently received draft bespoke protective provisions from the Applicant, but Prax considers these to be generic in nature and that they provide insufficient protection, notably not providing for the transfer of the benefit of the bespoke protective provisions. Fieldfisher further submitted that it is preparing draft bespoke protective provisions based on those provided for CATS North Sea Limited in the Net Zero Teesside Order 2024. It was stated that these had been amended to take into account the safety risk and that these would shortly be provided to the Applicant for consideration.*

*As a final point, Fieldfisher referred to its additional submission [AS-129] noting that this contains a useful tech note which sets out the risks associated with AC interference in basic terms.*

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**ExA:** The ExA asked for the Applicant's [REDACTED] on behalf of the Applicant submissions in response.

## Issue Discussed

## Summary of Applicant's Oral Case

On behalf of the Applicant, ██████ explained that the starting point for considering the current position is that it is not part of Prax's case that a solution cannot be found. Prax is not raising an objection in principle to the Proposed Development and, as such, the position is that a solution is available but, as yet, this has not been identified.

From the Applicant's perspective, ██████ noted that the difficulty being experienced in the negotiations between the parties is founded on an expectation from Prax that a defined and detailed solution, including a location, can be found at this stage, but this is not the case. He submitted that the Applicant has designed the Proposed Development to retain flexibility in relation to the precise location of the underground cabling within the identified Cable Corridor, hence a specific and detailed solution cannot be provided at the current stage. Therefore, it is the Applicant's view that Prax should engage in negotiations with respect to how this can be addressed in the drafting of the DCO.

██████ explained that the Applicant is exploring how the drafting of the Order can ensure the flexibility of the Cable Corridor is retained whilst providing reassurance to Prax and that the data and science that needs to feed into this is being considered. The Applicant provided the requested AC interference modelling to Prax. In response, Prax requested soil resistivity testing, utilising soil from the site, and ██████ confirmed that further soil sampling was being undertaken that day (12 March) to inform further modelling.

He further explained that by way of sensitivity analysis, the Applicant is keen to explore whether parameters can be identified in order to form a solution which would enable draft bespoke protective provisions to be included in the Order. ██████ reiterated that a specific detailed design would not be possible at this stage, and the solution would be based on parameters.

██████ submitted that, alongside the aforementioned technical discussions, the Applicant's legal representatives have been seeking to negotiate protective provisions with Prax's legal representatives. In line with the request from Prax, these draft protective provisions are based loosely on the protective provisions agreed for the benefit of CATS North Sea Limited as part of the Net Zero Teesside Order 2024. He stated that these were provided to Prax's legal representatives on 20 February 2026 and the Applicant's legal team has sought a markup and comments in relation to these. The Applicant is looking

## Issue Discussed

## Summary of Applicant's Oral Case

forward to receiving Prax's comments on these so that consideration can be given to any suggested amendments. However, despite having sought several updates on when substantive comments will be provided, the Applicant is yet to receive a response.

In summary, ██████ submitted that, in order to achieve progress, further discussion is required at the technical level to identify appropriate parameters so that the parties legal representatives can agree wording to be added to the draft Order to allow the Applicant to retain the required flexibility whilst ensuring that the interests of both the Applicant and Prax are sufficiently protected.

Reiterating that Prax did not object to the principle of the Proposed Development, ██████ stated that with input from both sides, the Applicant considers a solution can be identified and agreement reached.

**ExA:** The ExA asked whether the "log jam" is in sorting out the technicalities or whether it was the legal aspect and sought clarity as to whether the technical experts are in active dialogue without legal involvement.

### ██████████ on behalf of the Applicant

██████████ confirmed that the technical discussions are being undertaken without the detailed involvement of solicitors. He explained that the difficulty encountered by the Applicant is Prax's insistence on identifying a detailed technical solution, and the related insistence on further disproportionate soil sampling. Prax has requested that sampling is undertaken for a vast length of the Cable Corridor which the Applicant considers to be disproportionate.

Referring to his earlier submission, ██████ explained that Applicant is looking at sensitivity testing of the angle of the crossing and the depth of the cabling, as well as soil resistivity to determine the extent to which these factors interact. Noting that it would be possible for the cabling to be sited far enough below the pipeline that soil resistivity would not be a concern, ██████ explained that the Applicant could look at the appropriate parameters between the cabling and the pipeline in accordance with flexibility of the Applicant's Cable Corridor.

██████████ submitted that the flexibility in the routing of the cable is not being recognised by Prax or its legal representatives.

## Issue Discussed

**ExA:** The ExA noted that Prax's legal representatives seem to be acting on the basis that the angle of the crossing would not be perpendicular and that the Applicant's cabling would run parallel to the pipeline. Noting that this did not seem to be a practical assumption, the ExA asked at what angle the Applicant thought the cable would be likely to cross the pipeline.

## Summary of Applicant's Oral Case

██████████ on behalf of the Applicant

██████████ explained that the Applicant would endeavour to have the crossing as close to perpendicular as possible. Owing to the need to retain flexibility within the Cable Corridor at this time, he explained that the Applicant cannot guarantee a right-angle crossing but would look to make the crossing as close to this as feasible.

In agreement with the ExA's statement that it would seem impractical for the cabling to run in parallel to the pipeline, ██████████ confirmed that this would be highly unlikely as this would not take the cabling any closer to the substation.

Having had discussions with BPA's engineers (acting as agents for Prax), ██████████ confirmed that the Applicant would be updating the AC interference modelling to accommodate some of the requests, such as a 600mm separation between the cabling and the pipeline. He also noted that if Prax requested modelling of a greater separation, the Applicant would accommodate that.

██████████ also confirmed that, as per ██████████ earlier submission, soil sampling was being undertaken that day (12 March) to allow for soil resistivity data to be utilised in an updated version of the modelling.

**ExA:** The ExA asked whether any meetings were scheduled between the technical experts.

██████████ on behalf of the Applicant

██████████ explained that, whilst he did not have the exact details at that time, the Applicant was actively seeking to arrange a suitable time and date for a meeting to take place. He submitted that a meeting had been scheduled for the Monday of that week (9 March) but that this was cancelled by BPA's engineers at short notice. However, he reiterated that the Applicant was seeking to reschedule this meeting.

**ExA:** The ExA stated that parameters needed to be agreed as soon as possible and that the SoCG to be submitted at Deadline 3A needed

*Prax submitted that it thinks the pipeline does have that status but that it would need to check and so would provide written confirmation.*

## Issue Discussed

to demonstrate progress. Turning to Prax, the ExA asked if the pipeline has the status of a core fuel sector activity for the purposes of the Energy Act 2023 and noting that this legislation places additional burdens on an operator, whether this had any implications.

## Summary of Applicant's Oral Case

*The below is a brief summary of the submissions made by Fieldfisher LLP on behalf of British Pipeline Agency acting as Agents for Prax, to provide context for the Applicant's submissions in response.*

*It was submitted that Prax is not expecting the Applicant to provide a fully detailed method statement and that it is understood that the need is to agree appropriate parameters at this time. However, Prax stated that, in the absence of a risk assessment demonstrating that the crossing can occur safely and within the British Safety standards without the need for extensive mitigation, it cannot be content. Prax explained that, until it was satisfied of this, progress cannot be made as there is the potential that the risk of AC interference is so great that mitigation is required beyond that which can be delivered within the Order Limits. Referring to another proposed DCO, it was stated that the applicant for the proposed Norwich to Tilbury scheme (Planning Inspectorate Reference: EN020027), appreciates the need for the parties to reach agreement on the methodology and that the level of technical data being requested from the Applicant aligns with that which Prax has been provided with in relation to Norwich to Tilbury. Prax considers that this level of details is necessary to establish what form of protective work might be required.*

*Despite the flexibility of the Proposed Development provided by the Rochdale Envelope approach, Prax submitted that it cannot be assumed that this can be dealt with post-consent at the detailed design stage, as there is a question as to whether the required mitigation can be delivered pursuant to the Order rights within the Order Limits.*

*In Prax's opinion, there has been almost zero engagement from the Applicant's legal representatives beyond having sent draft bespoke protective provisions and, although Prax's technical experts have been seeking engagement with the Applicant's technical experts, this is also considered to have been limited. Prax also submitted that a meeting had taken place between the technical experts the previous day (11 March) and that the outcome was that more safety data would be obtained by the Applicant.*

## Issue Discussed

## Summary of Applicant's Oral Case

*Summarising, it was stated that in Prax's opinion there has been almost no engagement from the Applicant on either the legal side or the technical side and that the necessary reassurance had not been provided to date.*

**ExA:** The ExA reiterated that it needs to see significant movement by the time the SoCG is submitted otherwise both parties would need to submit versions of draft bespoke protective provisions. The ExA asked when draft bespoke protective provisions acceptable to the Applicant could be provided.

██████████ **on behalf of the Applicant**

██████████ explained that the Applicant provided draft bespoke protective provisions to Prax's legal representatives on 20 February 2026 but had not yet received a response.

**ExA:** The ExA asked whether these draft protective provisions are based on the protective provisions agreed for the benefit of CATS North Sea Limited as part of the Net Zero Teesside Order 2024 as requested by Prax.

██████████ **on behalf of the Applicant**

██████████ confirmed that the draft protective provisions prepared by the Applicant are based on the protective provisions agreed for the benefit of CATS North Sea Limited as part of the Net Zero Teesside Order 2024. He also submitted that the Applicant is determined to continue to seek the necessary engagement from Prax so that a solution can be reached between the parties.

**ExA:** Turning to Prax, the ExA asked when the draft protective provisions under preparation would be able to be provided to the Applicant's legal representatives.

*The below is a brief summary of the submissions made by Fieldfisher LLP on behalf of British Pipeline Agency acting as Agents for Prax, to provide context for the Applicant's submissions in response.*

*Prax submitted that it hoped to be able to provide draft protective provisions to the Applicant by the middle of the following week (w/c 16 March). It was stated that, given Prax's opinion that insufficient safety data is available, although these draft protective provisions are based on those agreed for the benefit of CATS North Sea Limited as part of the Net Zero Teesside Order 2024, additional provisions have been added to provide for emergencies and to provide for deactivation of the Proposed Development if AC interference became too great.*

**ExA:** The ExA requested that Prax's draft protective provisions be provided to the Applicant's legal representatives as soon as

**CAH2 Action Point 3** – For the Applicant / Prax:

- a. The respective technical experts are to engage in order to agree parameters for draft bespoke protective provisions;

### Issue Discussed

possible and that the technical experts continue to engage to expedite the process.

### Summary of Applicant's Oral Case

- b. Prax is to provide its preferred draft bespoke protective provisions to the Applicant w/c 16 March 2026; and
- c. Both parties are to provide an update to the Examining Authority at Deadline 3A with regard to engagement and progress.

## 2.2 Agenda Item 3.1(b) – Summary of Case from Affected Persons attending CAH2 – Luke Daniels

### Issue Discussed

**ExA:** The ExA asked for submissions from Luke Daniels, owner of Grange Cottage.

### Summary of Applicant's Oral Case

*The below is a brief summary of the submissions made by Luke Daniels, to provide context for the Applicant's submissions in response.*

*Mr Daniels made submissions with regard to a number of concerns as follows:*

- 2.2.1 *Grange Cottage does not appear on the majority of maps and plans produced by the Applicant. He has been told that this is due to the fact that Grange Cottage is not shown on the OS Map which is required to be used as a base.*
- 2.2.2 *Grange Cottage is a grade II listed building which was built in 1790, and Mr Daniels received a letter from the Applicant in March 2025 which said "please note your property is not affected" – he felt this was not accurate due to the significant adverse effects.*
- 2.2.3 *The operational noise levels were described by Mr Daniels as akin to a constant noise of refrigerator hum or moderate rainfall and he stated that he would have 15 years of this noise until hedges are established to provide screening.*
- 2.2.4 *Mr Daniels noted that he considers the description of the directions of the Proposed Development relative to his property to be incorrect as the field in which the BESS is to be located is to the south.*

## Issue Discussed

## Summary of Applicant's Oral Case

- 2.2.5 *He is concerned about the risk of a BESS fire incident.*
- 2.2.6 *In terms of the landscape and visual impact assessment, he noted that the Applicant stated the receptor is the person and some views are more important than others. He asked who decides what view is considered important.*
- 2.2.7 *Mr Daniels requested a landscape master plan in May 2025 but does not believe he has received this.*
- 2.2.8 *Referring to a Windel Energy Limited project in Carlisle, he noted that, although the site was screened from residents, the 100m distance from the project was considered too great.*
- 2.2.9 *Noting that technology is always changing, he asked what would become of the area if the Applicant determined solar was no longer required.*
- 2.2.10 *When leaving his gate, Mr Daniels stated that he would be faced with solar panels 3 – 4 metres in height.*
- 2.2.11 *Given Grange Cottage is an old undertaker's cottage with no foundations, Mr Daniels has concerns about the impact on his property as a result of piling and constant drilling less than 20 metres away.*
- 2.2.12 *The Proposed Development would result in 100 HGVs passing his property on a daily basis, where presently there are only approximately 20 HGVs passing per year.*
- 2.2.13 *With reference to the security lighting which will be controlled by motion sensors, he asked if this would be set off by animals at night.*
- 2.2.14 *He submitted that the cable corridor is 69% grade 3b agricultural land and the BESS is to be situated on 28% 3a agricultural land which is not considered suitable for development due to being a finite resource.*
- 2.2.15 *Having purchased the property and spent a significant amount on refurbishing it, he is concerned as to the potential loss of property value resulting from the Proposed*

## Issue Discussed

## Summary of Applicant's Oral Case

*Development. He noted that this would prevent future generations of his family from benefitting from the value.*

2.2.16 *It seems that developers are consistently targeting greenfield sites as this looks easier on paper and it seems to be less of a concern if a serious incident occurs in proximity to a Hamlet compared to a housing estate.*

2.2.17 *Not enough is known about how BESSs age and the risk they pose is too great to be in close proximity to a grade II listed building.*

**ExA:** The ExA noted that from Mr Daniels' submissions, it would be beneficial for a meeting to be set, it might be beneficial to set up a meeting with Mr Daniels and the Applicant?

*The below is a brief summary of the submissions made by Luke Daniels, to provide context for the Applicant's submissions in response.*

*Mr Daniels submitted that the Applicant had indicated that as the Proposed Development is being determined under the national planning regime (as opposed to the local planning regime) and therefore, it would be going ahead.*

**ExA:** The ExA explained that the application for the Proposed Development has not been pre-determined and that it is the role of the ExA is to provide a recommendation to the Secretary of State and then it is then up to the Secretary of State to determine the application.

██████████ **on behalf of the Applicant**

██████████ reiterated that the application has not been predetermined and no decision has been made as to whether the Proposed Development is going ahead. He stated that the Applicant would be happy to facilitate further discussions with Mr Daniels and indicated that written responses to Mr Daniels oral submissions would be provided by the Applicant at the same time as the Applicant's responses to oral submissions made during Open Floor Hearing 1.

On behalf of the Applicant, ██████████ confirmed that Grange Cottage has been a key part of the considerations of the potential impacts of the Proposed Development, particularly in relation to noise and vibration as set out in the Environmental Statement and also noted that Grange Cottage is shown on a number of the maps and figures set out within the Environmental Statement.

## Issue Discussed

## Summary of Applicant's Oral Case

██████████ also explained that the change request submitted by the Applicant and accepted by the ExA (Change Request 1 [AS-103]) was partly as a result of Mr Daniels' concerns and noted that the removal of the solar PV array from Field 46 demonstrated that the Applicant has been listening to his concerns and provided reassurance that it will continue to do so. In summarising, ██████████ submitted that the Applicant has been live to the potential effects of the Proposed Development on Grange Cottage and has sought to mitigate them. He confirmed that the Applicant would explore further any mitigation that can be identified and give consideration as to whether those impacts can be further reduced.

**CAH2 Action Point 1** – For the Applicant – Arrange a meeting with Mr Daniels to discuss his concerns regarding the Proposed Development.

**Post-Hearing Note** – The Applicant has scheduled an in-person meeting with Mr Daniels for 1pm on 8 April 2026.

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*The below is a brief summary of the submissions made by Luke Daniels, to provide context for the Applicant's submissions in response.*

*Mr Daniels submitted that whilst he appreciated that the Applicant has removed the previously proposed solar PV array from Field 46 of the Proposed Development, these would have provided screening for the BESS. Therefore, he will have views of about 50m of a field before the fences surrounding the BESS. Although he noted that the Applicant has proposed mitigation planting, he remains concerned about the proximity of the BESS to his property. Mr Daniels stated that he considered the Applicants reasoning as to why the BESS could not be sited further into the fields is for convenience due to the size of the transformers.*

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**ExA:** The ExA noted that whilst it had been able to view Grange Cottage from the proposed BESS site, it had not been able to view the site of the Proposed Development from within the grounds of Grange Cottage. The ExA therefore asked whether Mr Daniels would be agreeable

*Mr Daniels indicated that he would be agreeable to this, and the ExA confirmed that it would seek to arrange this with the help of the case team.*

██████████ on behalf of the Applicant

### Issue Discussed

to granting access for an Access Required Site Inspection.

### Summary of Applicant's Oral Case

████████ stated the Applicant's agreement with this suggestion, noting that the more information the ExA is able to gather to inform its recommendation, the better.

**CAH2 Action Point 2** – For the Examining Authority – Make arrangements via the case team to undertake an Access Only Inspection to see the site of the Proposed Development from Grange Cottage.

## 3. The Applicant's Summary of Case on Agenda Item 3.2

### 3.1 Agenda Item 3.2 – Applicant's land rights negotiations update

#### Issue Discussed

**ExA:** The ExA asked the Applicant to provide an update on the progress of land rights negotiations.

#### Summary of Applicant's Oral Case

██████████ on behalf of the Applicant

On behalf of the Applicant, ██████████ explained that in relation to the Principal Site there is now only one option agreement awaiting signature, though the Applicant is expecting signing to take place imminently. This remaining option agreement relates to land within the Principal Site which is required only for interconnecting cables and environmental mitigation – i.e. not Solar or BESS infrastructure.

██████████ therefore confirmed that all land within the Principal Site required for Solar and BESS infrastructure is secured under option. The documents for the final landowner are in an agreed form and, as noted, the Applicant is awaiting final confirmation to issue engrossments for signature.

In relation to the Cable Corridor, ██████████ explained that Heads of Terms (HoTs) are agreed for ten out of 14 landowners. Legal files have been opened to progress with respect to options for easements, with solicitors instructed for the majority. He stated that an in-person landowner meeting had taken place between the Applicant and the ten landowners within the Cable Corridor who have signed HoTs on Tuesday of this week (10 March) to progress the option agreements for the Cable Corridor. ██████████ noted that one landowner was unable to attend this meeting but was represented by his solicitor. The parties present agreed the documents in principle and the Applicant's legal representatives are now drafting the agreed amendments, after which the landowners will undertake a final review prior to the documents being issued for signature.

██████████ confirmed that engagement is ongoing with the remaining four landowners within the Cable Corridor. For one of these landowners, an in-person meeting was held mid-February between the Applicant, the landowner and their land agent to continue negotiations on HoTs. ██████████ noted that discussions are ongoing and a Survey Licence is in place. The second of these landowners was sent

## Issue Discussed

## Summary of Applicant's Oral Case

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a section 42 consultation invitation on 21 October 2024 and survey access had since been granted, with surveys completed. [REDACTED] confirmed that HoTs had been issued to this landowner on 20 January 2026. He stated that likewise, the third of these landowners was sent a section 42 consultation invitation on 21 October 2024 and discussions are ongoing. Heads of Terms were also issued to this landowner on 20 January 2026. In respect of the fourth and final landowner within the Cable Corridor, [REDACTED] confirmed that a section 42 consultation invitation was sent on 21 October 2024. HoTs were then issued on 20 January 2026 and [REDACTED] submitted that the Applicant has received confirmation that the terms are agreed and accordingly, signature of the HoTs is pending.

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**ExA:** The ExA sought confirmation from the Applicant that this meant voluntary agreements have been reached with the majority of parties.

[REDACTED] on behalf of the Applicant

[REDACTED] confirmed the ExA's understanding and noted that, although the Applicant was not certain that agreement will be reached with all landowners, this is still very much the intention, and the Applicant is committed to this.

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**ExA:** The ExA asked whether anything in particular is holding up negotiations with those parties or it is simply owing to the nature of the process.

[REDACTED] on behalf of the Applicant

On behalf of the Applicant, [REDACTED] stated that it was definitely the latter and the Applicant would continue to persevere.

## 4. The Applicant's Summary of Case on Agenda Item 3.3

### 4.1 Agenda Item 3.3 – Update with respect to the Protective Provisions included in Schedule 14 of the draft DCO

#### Issue Discussed

**ExA:** The ExA asked the Applicant to provide an update with respect to the negotiation of protective provisions. Given National Highways would be in attendance at ISH4 the following day, the ExA noted that the negotiation of their protective provisions would be addressed then.

#### Summary of Applicant's Oral Case

██████████ on behalf of the Applicant

██████████ submitted that the Applicant is continuing to engage with the relevant parties and is progressing the negotiation of bespoke protective provisions. In line with the expectation set by the Examining Authority, the Applicant will incorporate the bespoke protective provisions which are not already included in the draft Order at Deadline 3A – 24 March 2026. Although the Applicant will seek to incorporate fully agreed protective provisions at this point, it may be necessary to include partially agreed protective provisions for some undertakers, with the intention of replacing these with fully agreed protective provisions in a later iteration of the draft DCO **[REP2-005]**.

#### PPs with Cadent Gas Limited

The Applicant has agreed protective provisions with Cadent Gas Limited and these bespoke protective provisions were incorporated in the draft DCO submitted at Deadline 2 **[REP-005]**. Accordingly, Cadent Gas submitted a letter withdrawing its objection to the Proposed Development **[REP2-048]** at Deadline 2.

#### PPs with Lincolnshire Fire and Rescue Services

As submitted by the Applicant in its Written Summaries of Oral Submissions at Issue Specific Hearing 2, submitted at Deadline 1, the Applicant has agreed protective provisions with Lincolnshire Fire and Rescue Services, and these were incorporated into the draft Order at the same deadline.

#### PPs with Anglian Water Services Limited

## Issue Discussed

## Summary of Applicant's Oral Case

Although negotiations between the Applicant and Anglian Water are ongoing, the parties are nearing a point of agreement on the form of protective provisions with only two minor points outstanding. The Applicant hopes to be in the position to incorporate fully agreed protective provisions into the draft Order at Deadline 3A, but if this is not possible, will incorporate substantially agreed protective provisions and update these accordingly in a future iteration of the draft Order.

### PPs with National Grid Electricity Transmission

Although negotiations between the Applicant and NGET are ongoing, the parties are nearing a point of agreement on the form of protective provisions with only a few points outstanding. The Applicant hopes to be in the position to incorporate fully agreed protective provisions into the draft Order at Deadline 3A, but if this is not possible, will incorporate substantially agreed protective provisions and update these accordingly in a future iteration of the draft Order.

### PPs with National Grid Electricity Distribution (West Midlands)

Negotiations between the parties are nearly concluded: the form of the protective provisions is agreed; however a few points remain outstanding in the Asset Protection Agreement (APA). Since the protective provisions and APA effectively operate together, the Applicant will not be in a position to incorporate the agreed protective provisions into the draft Order until the outstanding points are resolved. If the Applicant is not in the position to incorporate fully agreed protective provisions into the draft Order at Deadline 3A, it will incorporate substantially agreed protective provisions and update these accordingly in a future iteration of the draft Order.

### PPs with Openreach Limited

Having sought to establish communication with Openreach Limited since July 2025, providing a copy of the generic protective provisions for comment, the Applicant received confirmation on 27 January 2026 that the generic protective provisions are acceptable.

**ExA:** Noting that Network Rail was not in attendance, the ExA asked the Applicant to set out its position.

██████████ on behalf of the Applicant

## Issue Discussed

## Summary of Applicant's Oral Case

██████████ submitted that the Applicant has had difficulty ascertaining the exact extent of Network Rail Infrastructure Limited's land interests within the Order Limits. The Applicant notes that the Examining Authority has requested clarity on this in its Second Written Questions **[PD-016]**.

██████████ explained that although Network Rail has provided its standard form protective provisions, the Applicant is seeking to ascertain whether or not bespoke protective provisions are required, given it is unclear whether Network Rail's land interests within the Order Limits are part of any active railways. It is therefore unclear whether the Proposed Development poses any risk to Network Rail's ability to safely operate and maintain active railway land.

Network Rail has an interest in respect of restrictive covenants and easements in Plot 13/3 and in respect of rights and access in Plot 13/6 derived from two separate conveyances dated November 1977. These plots are required for the installation of the Cable Corridor (Work No. 5A) from the main solar PV site (within the Principal Site).

██████████ confirmed that the Applicant has thoroughly reviewed the relevant conveyances and used both the HM Land Registry Map Search and Google Maps to inspect the relevant areas. It is apparent that there is no operational railway infrastructure within these plots or in the surrounding area. The HM Land Registry plan indicates a "disused railway" and Google Maps shows this area to be a field with no noticeable infrastructure or access points to the supposed track stretches. The Applicant therefore believes that there is no existing infrastructure that warrants the implementation of bespoke protective provisions for the sake of safeguarding national rail infrastructure.

The Applicant has put this to Network Rail via its legal representatives, requesting the provision of further information with regards to the direct and indirect impacts which Network Rail believes the Proposed Development will have on its assets and rights. In particular, it was requested that, if there are any rights held by Network Rail in respect of the Proposed Development in addition to those known to the Applicant, details were to be provided. It was noted that the Applicant recently carried out a refresh of HM Land Registry data (prior to Deadline 2) which did not identify any new Network Rail interests.

## Issue Discussed

## Summary of Applicant's Oral Case

████████ submitted that in addition to the aforementioned points, the Applicant provided a draft Statement of Common Ground (SoCG) directly to Network Rail in December 2025. The response received from Network Rail's Buried Services Team stated that the Proposed Development is some distance from any of Network Rail's infrastructure.

Furthermore, ██████ explained that there are two separate points raised by Network Rail in relation to glint and glare effects, and the routing of construction traffic, particularly with regards to abnormal indivisible loads.

As a result of concerns regarding the effect of glint and glare on signals for the railway line to the North of the Order Limits, Network Rail technical teams have requested an additional signal sighting report. ES Appendix 14-D Glint and Glare Assessment Report Part 1 **[REP1-027]** presents the glint and glare assessment. This report has considered impacts on rail lines at 20 modelled rail receptors. Seven rail receptors were screened out as they are located within the no reflection zones. Geometric analysis was conducted at the remaining 13 locations. The assessment shows solar reflections are theoretically possible at all 13 rail receptors assessed within the 1km study area. The initial bald-earth scenario (assuming none of the existing vegetation exists) identified potential impacts as High at five receptors and Low at eight receptors. Upon reviewing the actual visibility of the receptors, taking into account gradient, vegetation and structures, glint and glare impacts are reduced to None for all rail receptors. Therefore, overall impacts on rail receptors are considered to be None in the report. Discussions on this point are ongoing and will be reflected in the SoCG between the Applicant and Network Rail.

Additionally, Network Rail has requested further information regarding the proposed wider construction travel route for the Proposed Development so that it can understand whether there could be impacts from abnormal loads. The Framework Construction Travel Management Plan only provides a proposed route for the transformer and, given the site is surrounded by a railway corridor, Network Rail is concerned that, depending on the wider route, there may potentially be impact on railway crossings and/or bridges from abnormal loads. Figure 13-5 Abnormal Indivisible Load Routing **[AS-073]** shows the anticipated abnormal indivisible load (AIL) routing to the Site of the Proposed Development. The transformer is explicitly mentioned because it is the component (for the Onsite Substation) that requires AILs for the solar farm construction, and it should be noted that other components will not

## Issue Discussed

## Summary of Applicant's Oral Case

require AIL. In addition, the buried export cable circuit may also require AIL for the cable drums, the route for which is also shown on this drawing. [REP1-015] Chapter 3 The Proposed Development of the ES explains "*It is also anticipated that there would be two to three AIL deliveries in total to deliver the transformers for the Onsite Substation, and possibly also the 400kV cable drum*". As with the glint and glare point, [REDACTED] confirmed that discussions are ongoing and will be reflected in the SoCG between the Applicant and Network Rail.

**ExA:** The ExA sought confirmation of its understanding that as it has been difficult to ascertain what the operational land affected might be it is likely that no protective provisions will be required for the benefit of Network Rail.

[REDACTED] on behalf of the Applicant

[REDACTED] confirmed that the ExA's understanding was entirely accurate.

## 5. CAH2 Action List

5.1.1 This section sets out the Applicant's understanding of the agreed action points arising from CAH2 which are subject to confirmation by the ExA.

5.1.2 **CAH2 Action Point 1** – For the Applicant – Arrange a meeting with Mr Daniels to discuss his concerns regarding the Proposed Development.

*The Applicant has scheduled an in-person meeting with Mr Daniels for 1pm on 8 April 2026.*

5.1.3 **CAH2 Action Point 2** – For the Examining Authority – Make arrangements via the case team to undertake an Access Only Inspection to see the site of the Proposed Development from Grange Cottage.

5.1.4 **CAH2 Action Point 3** – For the Applicant / Prax:

- a. The respective technical experts are to engage in order to agree parameters for draft bespoke protective provisions;
- b. Prax is to provide its preferred draft bespoke protective provisions to the Applicant w/c 16 March 2026; and
- c. Both parties are to provide an update to the Examining Authority at Deadline 3A with regard to engagement and progress.