

From: [REDACTED]@osborneclarke.com>
Sent: 05 May 2026 13:46
To: Fosse Green Energy
Cc: [REDACTED]
Subject: Response to ExA Q3 questions: DCO 3.12 - Fosse Green Energy Park Order [OC-OC_UK.FID8592367]

You don't often get email from [REDACTED]@osborneclarke.com. [Learn why this is important](#)

Dear Planning Inspector

We continue to act on behalf of National Grid Electricity Distribution (East Midlands) Plc ("**NGED**") in relation to the protection of their interests relating to the Fosse Green Energy Order (the "**Application**").

We understand that you published the third written questions and request for information relating to the Application on 23 April 2026. Several of the questions were addressed to NGED.

Ahead of the 12th May deadline, please take this email as NGED's response to these questions, which have been agreed and discussed with the applicant (Fosse Green Energy Limited).

<p>DCO 3.12 – Para 77(6) response</p>	<p>NGED does not consider that an amendment is required.</p> <p>The drafting is intended to provide for the unlikely scenario in which NGED's apparatus (currently located within the Order limits) must be diverted outside of the Order limits as a result of the authorised development.</p> <p>There is no intention for this to happen as per the current technical plans and works plans associated with the Order (so far as the parties are aware). However, in the unlikely event that this is required prior to construction, then the drafting provides for the parties to firstly seek rights to secure NGED's apparatus in an alternative location and, failing that, notes that NGED (as a statutory undertaker) has the ability to seek compulsory purchase powers under the Electricity Act 1989. Any use of compulsory purchase powers outside of the Order Limits by NGED would of course be a last resort and subject to a separate appraisal as to the needs case and public interest tests at the time. For this reason, as well as the technical design and engagement undertaken between the Applicant and NGED to date, NGED does not envisage such route to be necessary.</p> <p>However, this is standard drafting in protective provisions and is intended to help/facilitate the implementation of the Order in the event of any unforeseen technical issues associated with keeping the assets in situ.</p> <p>NGED draws the ExA's attention to similar precedents included in other made Orders such as the Cottam Solar DCO (Sch 15, para 38(6)), the Gate Burton DCO (Sch 14, para 78(6)), and the Springwell Solar Farm DCO (Sch 15, para 94(6)). NGED also notes that there is a similar mechanism contained in the protective provisions for National Grid Electricity Transmission Plc at paragraph 91(3) of the latest draft Fosse Green Order.</p> <p>In conclusion, NGED considers that the drafting should remain.</p>
<p>DCO 3.12 – Para 78(2) response</p>	<p>NGED does not consider that an amendment is required.</p> <p>Para 78(2) does not have the default of expert determination; the wording requires that the parties first intend to agree (<i>'may be agreed between the parties'</i>). In other words, the first step is consensual agreement and then failing this the parties can fall back on expert determination.</p> <p>NGED therefore considers that the wording, as drafted, is sufficient.</p>

DCO 3.12 – Para 79(8) response	NGED is grateful to the ExA for spotting this typographical error. The reference should instead refer to paragraph 78 and cross-refer to ' <i>Facilities and rights of alternative apparatus</i> '. NGED understands that this will be updated in the next version of the draft DCO.
--------------------------------------	--

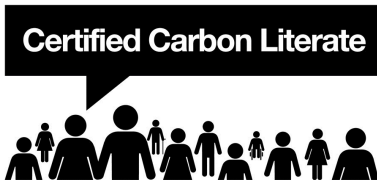
We hope this assists but remain available for any further questions.

Kind regards
Lauren

██████████
Associate
for Osborne Clarke LLP
osborneclarke.com
Pronouns: ██████████

.....
E ██████████@osborneclarke.com
T ██████████

Halo, Counterslip, Bristol, BS1 6AJ
.....



Cybercrime warning: Fraudsters may use fake email addresses, domains or bank details to impersonate Osborne Clarke; if in any doubt, please contact us on a known telephone number before acting – for more information and current alerts see: <https://www.osborneclarke.com/news/scam-communications-and-osborne-clarke>

.....
Please consider the environment before printing this email.

Osborne Clarke LLP is a limited liability partnership registered in England and Wales with registered number OC397443. Its registered office is at One London Wall, London, EC2Y 5EB. It is authorised and regulated in the UK by the Solicitors Regulation Authority (SRA) and is registered as a recognised body with SRA number 619990. More information about Osborne Clarke LLP can be found on our website [here](#). The term 'partner' refers to a member of Osborne Clarke LLP. A list of members of Osborne Clarke LLP and their professional qualifications is available for inspection at the registered office. Any advice given by any individual member, employee, or consultant is the responsibility of Osborne Clarke LLP and not the individual. Osborne Clarke LLP is part of an international legal practice.

This email is confidential and may also be privileged. It is intended for the use of the addressee only, except where the email states it can be disclosed. Any dissemination, distribution, copying or use of this communication without prior permission of the addressee is strictly prohibited. If you receive this email in error, please accept our apology and delete it. Email communications may be monitored by us, as permitted by applicable law and regulations. We believe, but do not warrant, that this email and any attachments are virus free, but please be careful as emails do not always originate from the source they purport to be from. We do not accept any liability for losses that result from malicious correspondence, or that you sustain as a result of software viruses. Attempts at bank account and invoice

fraud against law firms and their clients are everywhere.

Please note that we rarely, if ever, change our bank details. If we ever needed to we would never communicate that change by email and we would never do it at the same time as asking you to send funds or attaching an invoice for payment. Please be vigilant. If you receive an email that purports to be from Osborne Clarke LLP, but appears suspicious, please let us know immediately. We recommend that you do not act on or reply to the relevant email before having checked with us first. We would always recommend that you speak with us first before transferring any money. Unless otherwise expressly stated in writing Osborne Clarke LLP is not acting as our client's agent nor are we authorised by our client to enter into any contract on their behalf.

Any confirmation contained in this email (or in any other form of communication) that any contractual terms or the content of any document are settled, confirmed or agreed (or other language to the same or equivalent effect) is therefore made expressly subject to contract. The use of any signature including, without limitation, an auto-signature on any emails from Osborne Clarke LLP does not constitute an offer or acceptance of contract.

We've updated our [Privacy & Confidentiality Policy](#) to reflect our continuing use of cloud based technology solutions.

Osborne Clarke DCL UK