



# Fosse Green Energy

EN010154

8.14 Statement of Common Ground with  
Phillips 66 Limited (Clean)

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VOLUME

8

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Planning Act 2008 (as amended)

Regulation 8(1)(e)

Infrastructure Planning (Examination Procedure)

Rules 2010

02 June 2026

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Statement of Common Ground with P66



Planning Act 2008

The Infrastructure Planning  
(Examination Procedure) Rules  
2010

Fosse Green Energy  
Development Consent Order 202[ ]

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**8.14 Statement of Common Ground with Phillips 66 Limited**

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Planning Inspectorate Scheme Reference:	EN010154
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Statement of Common Ground with P66



# 1. Statement of Common Ground Signatures

This Statement of Common Ground has been prepared and agreed by Fosse Green Energy Limited and Phillips 66 Limited.

Signed on behalf of Fosse Green Energy Limited

Name:



Position: Director

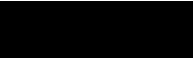
Date: 02/06/2026

Signature:



Signed on behalf of Phillips 66 Limited

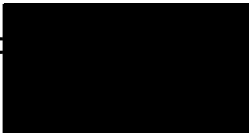
Name:



Position: VP, UK Lead Executive Humber Refinery

Date: 02.06.2026

Signature:



## 2. Introduction

### 2.1 Purpose of this document

- 2.1.1 This Statement of Common Ground (SoCG) relates to the application submitted to the Planning Inspectorate on 18 July 2025 (the Application) by Fosse Green Energy Limited (the Applicant) for a Development Consent Order (DCO) for the Fosse Green Energy solar project (the Proposed Development).
- 2.1.2 This SoCG has been prepared by the Applicant and Phillips 66 Limited (P66) (together known as “the Parties”) in respect of the Proposed Development.
- 2.1.3 This SoCG has been produced to confirm to the Examining Authority (ExA) where agreement has been reached between the Parties and where agreement has not yet been reached.
- 2.1.4 Key issues discussed in this SoCG include the safe crossing of the pipeline and associated design parameters and protective provisions.
- 2.1.5 As set out in its request for further information pursuant to Rule 17 of the Infrastructure Planning (Examination Procedure) Rules 2010 dated 18 May 2026 [PD-027], the ExA requested a final signed SoCG to be submitted no later than Deadline 6.
- 2.1.6 Application document references are taken from the EN010154 – Fosse Green Energy Examination Library.

### 2.2 The Proposed Development

- 2.2.1 The Application is for the construction, operation (including maintenance), and decommissioning of a ground-mounted solar photovoltaic (PV) electricity generating station with a capacity exceeding 50 megawatts, with battery storage, onsite substation, and associated infrastructure to generate and export/import electricity. The associated development includes, but is not limited to, access provision, battery storage, underground cabling, areas of landscaping and biodiversity enhancement, and a 400 kV underground Grid Connection Cable to connect the Proposed Development to the national electricity transmission network.
- 2.2.2 The Proposed Development will provide a significant amount of renewable energy over its 60-year operational lifetime supporting resilience, security and affordability of electricity supplies. It would be a critical part of the national portfolio of renewable energy generation that is required to decarbonise the UK’s energy supply quickly.
- 2.2.3 The Proposed Development will help meet the urgent need for this infrastructure to support “energy objectives, together with the national security, economic, commercial, and net zero benefits” as set out in the Overarching National Policy Statement for energy (NPS EN-1) (Ref 1). As such it is infrastructure defined as being of critical national priority.

## 2.3 Parties to this Statement of Common Ground

- 2.3.1 The timeline of the engagement between the Parties is shown at Table 3-1.
- 2.3.2 P66 is the owner of the Lindsey Oil Refinery to Buncefield fuel line together with all apparatus and equipment ancillary thereto ("P66 Pipeline"). The P66 Pipeline was purchased by P66 on 28 April 2026. Prior to this, Prax Lindsey Oil Refinery Limited (in liquidation) (PLOR) was the owner of the P66 Pipeline and Prax Downstream UK Limited (in liquidation) (PDUK) was the beneficiary of the land rights relating to the P66 Pipeline. PDUK and PLOR are together referred to as "Prax".
- 2.3.3 This SoCG also refers to British Pipeline Agency Limited (BPA) which acts as agent for P66 to operate and maintain the P66 Pipeline and to act on its behalf in relation to the Proposed Development, for consistency matters being discussed with the Parties will be referred to as P66. Prior to the purchase by P66, BPA acted as agents for Prax, appointed by the liquidators.
- 2.3.4 The Applicant is a partnership between Windel Energy Limited and Recurrent Energy.
- 2.3.5 Founded in 2018, Windel Energy is a privately held company dedicated to driving the transition towards a sustainable future. Specialising in the origination, development and integration of renewable energy projects and low-carbon disruptive technologies, Windel Energy is at the forefront of clean energy innovation.
- 2.3.6 With a portfolio exceeding 5 gigawatts of renewable power in various stages of development, Windel's team of talented professionals bring a deep understanding and high level of expertise in land viability, electricity networks, planning (Town and Country Planning Act 1990, Developments of National Significance) and consenting for Nationally Significant Infrastructure Projects, legal processes and construction feasibility.
- 2.3.7 Windel Energy adopt a long-term ownership approach, ensuring the efficient operation and management of renewable assets. Leveraging an extensive network of relationships, institutional grade infrastructure and in-house industry expertise, Windel is committed to delivering impactful and enduring energy solutions.
- 2.3.8 Recurrent Energy, a subsidiary of Canadian Solar Inc., is one of the world's largest and most geographically diversified utility-scale solar and energy storage project development, ownership, and operations platforms. With an industry-leading team of in-house energy experts, Recurrent Energy serves as Canadian Solar's global development and power services business. To date, Recurrent Energy has successfully developed, built, and connected approximately 12 GWp of solar projects and 6.2 GWh of energy storage projects across six continents. As of December 31, 2025, the Company had a total global solar project development pipeline of approximately 23 GWp and a battery energy storage project development pipeline of 75 GWh. The company also has nearly 15 GW of solar and energy storage projects under operations and maintenance (O&M) contracts.

## 2.4 Terminology

2.4.1 In the tables in Section 4 of this SoCG, 'Matters agreed, not agreed or under discussion' are colour coded in column 5 and categorised as follows:

- a. "Agreed" (green) indicates where the issue has been resolved;
- b. "Not Agreed" (red) indicates a final position that a matter cannot be agreed; and
- c. "Under discussion" (amber) indicates where these points will be the subject of ongoing discussion wherever possible to resolve, or refine, the extent of disagreement between the Parties.

## 3. Record of Engagement

### 3.1 Summary of consultation

- 3.1.1 A summary of the meetings and correspondence that has occurred between the Applicant, BPA as agents for Prax (and subsequently P66) is set out in **Table 3-1**. Due to the transfer of the P66 Pipeline taking place on 28 April 2026, P66 was not a party to the engagement process prior to that date and was therefore not involved in any meetings, nor copied on or party to any correspondence referred to in **Table 3-1** prior to 28 April 2026.
- 3.1.2 Please note that all correspondence sent prior to 21 October 2024 is likely to have been sent to Prax directly as its liquidators had not authorised BPA to act as agents in this matter until that date. BPA can only confirm matters in their own knowledge including correspondence it received and sent from 21 October 2024 onwards (being the timeframe from which the Applicant and its agents started to include BPA as addressee in respect of the Proposed Development).
- 3.1.3 The Applicant's legal representative is Womble Bond Dickinson (UK) LLP ("WBD").
- 3.1.4 P66's legal representative via its agent BPA is Fieldfisher LLP ("FF").

**Table 3-1: Engagement between the Applicant, Prax, P66 and BPA**

Date	Form of Correspondence	Details
26/10/2023	Meeting – MS Teams	Fosse Green Update Meeting 1 Project Introductions. Details of statutory consultation shared.
01/11/2023	Email	Details of proposed permissive paths shared and comments received.
08/08/2024	Letter	Land Interest Questionnaire issued to Prax by the Applicant.
22/08/2024	Letter	Land Interest Questionnaire chaser issued to Prax by the Applicant.
18/09/2024	Email	Applicant chased Prax for a response for the Land Interest Questionnaire.
21/10/2024	Letter	S42(d) – Notice of statutory consultation issued.
07/03/2025	Email	Applicant chased Prax for a response for the Land Interest Questionnaire.
02/04/2025	Meeting – MS Teams	Details of the proposed Cable Corridor shared and comments received.

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		Applicant agreed to supply to BPA exact locations and design information in respect of the proposed crossing of the P66 Pipeline.
02/06/2025	Email	BPA chased the Applicant for location and design information (pursuant to 02/04/25 meeting).
03/06/2025	Email	WBD provided BPA with the requested shapefiles and requested the details of its legal representatives to commence discussion on protective provisions (PPs).
06/08/2025 and 20/08/2025	Email	WBD chased BPA for details of its legal representatives to allow discussions on PPs to commence.
21/08/2025	Email	BPA provided WBD with the details of its legal representatives.
22/08/2025	Email	WBD: <ul style="list-style-type: none"> <li>• confirmed to FF that they act for the Applicant;</li> <li>• supplied draft PPs; and</li> <li>• asked FF to review the PPs and take instructions from BPA as to whether these would provide appropriate protection to the rights and apparatus within the Order limits of the Proposed Development.</li> </ul>
07/09/2025	Email	WBD followed up with FF in relation to email of 22/08/2025.
08/09/2025	Email	FF confirmed they were not yet instructed but would keep WBD updated.
18/09/2025	Letter	S56 – Notice of acceptance of DCO application.
22/09/2025 and 30/09/2025	Emails	BPA chased the Applicant for specific location and design information (pursuant to 02/04/25 meeting).
07/10/2025	Email	BPA chased the Applicant for location and design information (pursuant to 02/04/25 meeting).
10/10/2025	Emails	<ul style="list-style-type: none"> <li>• BPA chased the Applicant for location and design information pursuant to 02/04/25 meeting.</li> <li>• Applicant to BPA stating the location and design information would be shared in due course.</li> </ul>

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13/10/2025	Email	Applicant provided BPA with confirmation that the crossing angle would be 60 degrees or greater and to supply typical crossing information relating to 400kV crossings.
22/10/2025	Email	BPA confirmed to the Applicant that specific risk assessment was needed in respect of AC interference ("Risk Assessment").
24/10/2025	Email	Applicant responded to BPA that the <i>"modelling [BPA] have requested would be undertaken post-consent"</i> and offered the potential for PPs to be agreed.
05/11/2025	Email	FF to WBD: <ul style="list-style-type: none"> <li>• sent Relevant Representations FE20B848E and F7876C980;</li> <li>• confirmed FF were instructed; and</li> <li>• requested an urgent all Parties meeting.</li> </ul>
07/11/2025	Email	WBD to FF: <ul style="list-style-type: none"> <li>• requested availability for an all Parties meeting; and</li> <li>• asked if FF had bespoke PPs to share for review.</li> </ul>
12/11/2025	Emails	<ul style="list-style-type: none"> <li>• WBD to FF – followed up on availability for an all-Parties meeting and requested bespoke PPs.</li> <li>• FF to WBD – confirmed (1) they were waiting for BPA's availability and (2) given that there has been no AC interference testing and thus no certainty that the Order limits will be sufficient to install any mitigation work needed to protect the P66 Pipeline, bespoke PPs would be needed which FF would prepare subject to an undertaking being given by WBD.</li> <li>• WBD requested an estimate of FF's incurred and anticipated costs for PPs, and noted that the Applicant would not be covering FF's costs for submission of relevant representations.</li> </ul>
25/11/2025	Email	FF emailed WBD to refer to the ExA's request for the Parties to act urgently in respect of agreeing a SoCG and request engagement on that front.



26/11/2025	Meeting – MS Teams	<ul style="list-style-type: none"> <li>• Attended by legal representatives and project teams of both the Applicant and Prax. Details of the proposed Cable Corridor shared.</li> <li>• FF repeated concerns set out in Relevant Representation F7876C980 (whether the dDCO and Order limits as drafted were sufficient to deliver the necessary rights and powers to protect the fuel pipeline given that to date no Risk Assessment as to what (if any mitigation) would be required had been carried out).</li> <li>• Applicant agreed to undertake modelling of AC interference.</li> <li>• Parties discussed that PPs could be negotiated when further information was available with regards to the level of mitigation which may be required (if at all).</li> <li>• FF pointed out that if a Risk Assessment was unlikely to be achievable in the necessary timeframe the Parties could agree PPs which confirm that the Proposed Development will not be constructed or energised over the P66 Pipeline until the Parties had (acting reasonably) agreed on how this could be done safely and referred WBD to PPs agreed in respect of the CATS pipeline as part of the Net Zero Teesside DCO.</li> </ul>
05/12/2025	Email	<p>BPA:</p> <ul style="list-style-type: none"> <li>• provided the Applicant with further detail of the P66 Pipeline, including the location of cathodic protection post locations; and</li> <li>• requested an update on when modelling data will be provided to BPA.</li> </ul>
09/12/2025	Email	FF chased WBD in respect of the requested Risk Assessment and asked for cost cover.
12/12/2025	Email	Applicant confirmed to BPA that the draft SoCG would be provided in the coming weeks.



17/12/2025	Email	<p>WBD confirmed that:</p> <ul style="list-style-type: none"> <li>• AC modelling was ongoing and that a draft of the PPs could be provided subject to the Risk Assessment; and</li> <li>• cost cover of £6,500 plus VAT would be offered in respect of Prax's legal fees for the preparation and negotiation of PPs and any associated agreements, including the justification for this amount based on similar work required with statutory undertakers and noting that the Applicant would not cover costs beyond this, in the same way that costs of submitting an objection under the CPO regime would not normally be recoverable.</li> </ul> <p>WBD also:</p> <ul style="list-style-type: none"> <li>• shared the email from 12/12/2025 which confirmed that the draft SoCG would be provided in coming weeks with FF; and</li> <li>• gave advance notice to FF of the details for the upcoming hearings due to take place in January 2026.</li> </ul>
22/12/2025	Email / Document	The Applicant provided Prax with a draft SoCG for review and comment.
22/12/2025	Email	WBD updated FF that the Applicant hoped to have the results of the Risk Assessments by the end of January 2026.
07/01/2026 - 08/01/2026	Emails	<ul style="list-style-type: none"> <li>• FF sent WBD an updated version of the plot interactions' table highlighting where plots relevant to Prax were still missing from the Book of Reference (BoR) together with title references.</li> <li>• WBD confirmed to FF that the BoR and Schedule of Negotiations (SoN) had been updated and provided comments/queries from the land referencing team.</li> <li>• FF responded to comments/queries sent by WBD.</li> <li>• BoR / SoN updated in line with information confirmed by FF.</li> </ul>
08/01/2026	Hearing	During CAH1, the Applicant stated that the results of the Risk Assessment would be

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		ready for the Applicant's team to consider at the end of the following week (i.e. 16/01/2026). The Applicant stated that these would then be released to Prax for review as soon as possible afterwards.
16/01/2026	Email	FF requested an update from WBD on the Risk Assessment due to be provided by 16/01/2026 which remained outstanding.
19/01/2026	Email	WBD clarified that, as per the oral submissions at CAH1, the Applicant had been expecting to receive the results of the Risk Assessment on 16/01/2026 and once the Applicant's team had considered these, they would be shared with Prax. WBD requested an update on the draft SoCG.
20/01/2026	Email	BPA chased the Applicant for the results of the Risk Assessment.
22/01/2026	Email	The Applicant chased Prax / BPA for any comments on the draft SoCG.
29/01/2026	Email	WBD provided FF with a copy of the Risk Assessment.
06/02/2026	Emails	BPA provided comments and concerns on the Risk Assessment to WBD and requested a call between the Parties. WBD confirmed that it would obtain details of the Applicant's availability and revert.
11/02/2026	Meeting	Meeting between the Applicant and BPA: <ul style="list-style-type: none"> <li>• Discussed the results of the Risk Assessment.</li> <li>• Discussed that the Applicant would re-run and re-issue the Risk Assessment to include other developments in the area (i.e. the existing overhead line) and including soil test data.</li> </ul>
20/02/2026	Emails	WBD to FF: <ul style="list-style-type: none"> <li>• provided revised draft PPs based on those included for the protection of CATS North Sea Limited in The Net Zero Teesside Order 2024 (Part 6, Schedule 12) as referred to by FF during the all Parties meeting on 26/11/2025 acknowledging that these</li> </ul>



		<p>may need amending to refer to the correct entity; and</p> <ul style="list-style-type: none"> <li>• requested FF review the PPs, take instructions and provide comments.</li> </ul> <p>FF confirm that the PPs should be for the benefit of Prax, reiterated that it considered the Risk Assessment was inadequate and confirmed that there were errors in the land categorisation.</p>
24/02/2026	Emails	<ul style="list-style-type: none"> <li>• WBD provided amended draft PPs referring to “Prax” (as opposed to “BPA”) as requested and asked FF to review, take instructions and provide comments. WBD note that AECOM are to liaise directly with BPA to address queries on the risk assessments and requested soil resistivity testing.</li> <li>• FF provided WBD with a copy of its additional submission [<b>AS-129</b>].</li> <li>• FF reiterated that it considered the Risk Assessment to be inadequate.</li> <li>• WBD provided an undertaking for £6,500 reiterating that this was for the negotiation of PPs.</li> </ul>
26/02/2026	Email	FF provided WBD with the draft SoCG with amendments.
27/02/2026	Email	<p>WBD to FF:</p> <ul style="list-style-type: none"> <li>• noted the statement from FF that <i>"the provisions provided are generic in nature and unsuited to govern the specific concerns relating to the crossing of an operational fuel pipeline"</i>; and</li> <li>• confirmed that WBD await receipt of comments on the draft PPs in order to consider these and take instructions. FF state dissatisfaction with the wording of the undertaking, but do not provide further details.</li> </ul>
27/02/2026	Email	<p>FF confirmed:</p> <ul style="list-style-type: none"> <li>• it considered that the Risk Assessment remained inadequate;</li> </ul>

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		<ul style="list-style-type: none"> <li>• it was therefore not possible to assess the safety issues /extent of mitigation required;</li> <li>• it could create bespoke PPs but these would need to be very wide given the absence of agreed safety data and</li> <li>• the term and quantum of the £6,500 cost undertaking provided was not considered to be acceptable.</li> </ul>
06/03/2026	Emails (incl. BPA response)	<ul style="list-style-type: none"> <li>• Applicant to BPA – suggested a meeting to discuss the soil test methodology.</li> <li>• BPA to Applicant – responded that the team did not have availability. Statement of preferred requirements of soil testing from BPA.</li> </ul>
09/03/2026	Email	<p>WBD confirmed that:</p> <ul style="list-style-type: none"> <li>• the Applicant expected soil sampling to be undertaken on 12/03/2026 and that the modelling would then be updated (w/c 16/03/2026 or as soon as possible thereafter);</li> <li>• any draft PPs would be subject to the final outcome of the remodelled risk assessment and whether any mitigation was required; and</li> <li>• the undertaking specifically covered legal fees for preparing and negotiating protective provisions and that the Applicant would not cover costs beyond this, in line with the costs cover provided for statutory undertakers affected by the project, and in the same way that costs of submitting an objection under the CPO regime would not normally be recoverable.</li> </ul>
09/03/2026	Email	<p>FF outlined to WBD that:</p> <ul style="list-style-type: none"> <li>• Prax was not a statutory undertaker and did not benefit from statutory rights or powers and therefore needed bespoke PPs and agreement relating to the area where the Proposed Development crossed the P66 Pipeline;</li> </ul>

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		<ul style="list-style-type: none"> <li>the Applicant had not been able to provide what Prax considered to be a correct or sufficient Risk Assessment meaning that Prax needed to maintain their objection to the dDCO as drafted; and</li> <li>the terms of the costs undertaking provided remained unacceptable.</li> </ul>
09/03/2026	Emails (incl. BPA response)	<ul style="list-style-type: none"> <li>Applicant emailed BPA engineering team with further details on the soil testing.</li> <li>Further clarification of preferred requirements of soil testing from BPA/comment on approach. Request for call/meeting.</li> </ul>
09/03/2026	Email	Applicant emailed BPA to suggest a meeting to discuss the soil test results and proposed approach to the revised modelling.
10/03/2026	Meeting	<ul style="list-style-type: none"> <li>Discussion between the Applicant and BPA to review basis for soil testing requirements and modelling works.</li> <li>BPA confirmed position on objecting to the dDCO until BPA are satisfied that the impact on the P66 Pipeline was minimal, including consideration of cumulative impacts across multiple planned projects potentially impacting pipeline.</li> </ul>
16/03/2026	Email	WBD explained to FF that it could not provide an undertaking using the requested wording but suggested alternative terms.
18/03/2026	Email	The Applicant emailed BPA to suggest a meeting to discuss the soil test results and proposed approach to the revised modelling.
18/03/2026	Email	FF provided WBD with draft bespoke PPs in line with the basis agreed at CAH2.
19/03/2026	Email	The Applicant sent the revised version of the SoCG to Prax/BPA for review and comment.
20/03/2026	Email	The Applicant followed up with Prax/BPA for any comments or amendments to the SoCG.
23/03/2026	Email	Prax/BPA confirmed they would respond on 24/03/2026 following a review of the SoCG.

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<p>23/03/2026 and 24/03/2026</p>	<p>Email</p>	<ul style="list-style-type: none"> <li>• WBD emailed FF to acknowledge receipt of FF's draft PPs and noted that given the timings it would be submitting the Applicant's preferred protective provisions at Deadline 3A but would ensure the ExA was made aware that these represent the Applicant's preference and discussions would continue.</li> <li>• FF responded on the SoCG advising they would be submitting an amended version of a previous iteration of the draft SoCG to the Examination at Deadline 3A.</li> </ul>
<p>24/03/2026</p>	<p>Meeting</p>	<p>All Parties meeting to discuss the crossing of the P66 Pipeline:</p> <ul style="list-style-type: none"> <li>• The Applicant agreed that it would aim to provide an updated Risk Assessment by 27 March 2026 but that it may be received at a later date.</li> <li>• BPA suggested verbally that its preference is a 90 degree crossing angle, asking that the Applicant consider this.</li> </ul>
<p>02/04/2026</p>	<p>Email</p>	<p>WBD to FF:</p> <ul style="list-style-type: none"> <li>• outlined that the Applicant's technical experts were continuing to work on updating modelling and that the Applicant would hope that when the updated modelling report is provided the draft PPs it provided previously would form the basis of negotiations rather than the FF drafted PPs provided on 18 March 2026.</li> <li>• This was on the basis that those provided by the Applicant were better suited to a situation where no mitigation is required.</li> <li>• WBD suggested that progress on negotiating PPs was paused pending the outcome of technical discussions.</li> </ul>
<p>07/04/2026</p>	<p>Email</p>	<p>FF to WBD:</p> <ul style="list-style-type: none"> <li>• chased for the outstanding risk assessment; and</li> </ul>

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		<ul style="list-style-type: none"> <li>requested WBD/the Applicant review and return the draft PPs provided by FF on 18 March 2026.</li> </ul>
07/04/2026	Email	Applicant to BPA – Following feedback from BPA, the Risk Assessment was updated and shared with BPA. This included site soil testing to gather soil resistivity data, and incorporated some other updated modelling assumptions based on comments from BPA, most notably the request to include the existing overhead line within a baseline calculation. This report utilised a 600mm separation but maintained the 58-degree crossing angle.
08/04/2026	Email	The Applicant notified BPA and FF that the Risk Assessment would be updated to accommodate a 90-degree crossing angle, which BPA suggested verbally could resolve matters.
08/04/2026	Email	FF requested changes to the offered terms of the costs undertaking as the terms provided were not considered acceptable.
09/04/2026	Email	WBD confirmed to FF that the Applicant would commit to crossing the P66 Pipeline at 90 degrees and sought clarification as to whether this would change the form of draft PPs provided on behalf of Prax.
10/04/2026	Email	FF to WBD/Applicant – Sent amended draft SoCG.
10/04/2026	Email	<p>FF to WBD:</p> <ul style="list-style-type: none"> <li>confirmed that the PPs drafted by FF pursuant to the CAH2 commitments remain Prax's preferred position, and this was not altered by the proposed crossing angle;</li> <li>requested that the updated risk assessment (based on the 90-degree crossing angle) was provided by midday on 13 April 2026 as it was not otherwise possible to assess what safeguards may or may not be required; and</li> <li>requested confirmation that the PPs it provided on 18 March 2026 would be reviewed by the Applicant.</li> </ul>

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10/04/2026	Email	WBD responded to FF noting Prax's position and confirmed that the draft PPs provided by FF would be reviewed.
13/04/2026	Email	BPA confirmed to WBD/the Applicant that the updated report was in fact received on 7 April 2026, but it did not propose reviewing this, as the Applicant would be providing a further revision.
13/04/2026	Email	WBD (to FF) acknowledged Prax's position and confirmed that review of the draft PPs provided by FF was ongoing.
14/04/2026	Email	WBD confirmed to FF that it would provide a revised undertaking subject to certain terms and suggested further alternative wording.
14/04/2026	Email	FF reiterated Prax's requirements in relation to the Risk Assessment in an email to WBD which was passed to the Applicant's technical team.
14/04/2026	Email	WBD confirmed to FF that Prax's comments had been passed to the Applicant's technical team, but asked that technical correspondence was passed directly between the relevant experts, without legal involvement.
15/04/2026	Email	FF clarified that the 'incorrect assumptions' relate to the crossing report not being based on the preferred 90 degree crossing angle.
15/04/2026	Email	The Applicant provided BPA and FF with a copy of the updated Risk Assessment, which included a 90 degree crossing. The Applicant suggested a meeting on 17 April 2026 and twice weekly meetings thereafter up to Deadline 5.
15/04/2025	Email	FF queried the angle of the crossing which did not look to be 90 degrees with the Applicant.
15/04/2025	Email	The Applicant confirmed to FF that the crossing was at 90 degrees.
16/04/2026	Email	BPA suggested a meeting on 22 April 2026 to discuss the updated Risk Assessment.
16/04/2026	Email	FF provided WBD with updated draft PPs following receipt of the updated report by Prax.

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16/04/2026	Email	WBD confirmed receipt of the revised draft PPs and requested copies of the documents listed under “the Prax requirements” in the draft PPs so that these could be reviewed in parallel to the draft PPs.
17/04/2026	Email	BPA provided the documents requested by WBD.
20/04/2026	Emails	FF to WBD: <ul style="list-style-type: none"> <li>• requested comments on the draft PPs and SoCG; and</li> <li>• confirmed that the existing undertaking remained unacceptable in terms and inadequate in quantum and put forward a revised undertaking proposal.</li> </ul>
21/04/2026	Email	BPA provided feedback to the Applicant on the Risk Assessment to assist a meeting scheduled on 22 April 2026.
22/04/2026	Meeting	<ul style="list-style-type: none"> <li>• Meeting between the Applicant team and BPA and FF.</li> <li>• Parties discussed comments on the Risk Assessment and proposed design parameters.</li> <li>• The Applicant team agreed to share the updated Proposed Development Parameters ahead of Deadline 5 for BPA and Prax to review.</li> <li>• Costs were discussed, and FF agreed to provide a breakdown of fees incurred by BPA to date for consideration by the Applicant.</li> </ul>
22/04/2026	Email	WBD sent FF a markup of the draft PPs with comments.
23/04/2026	Email	The Applicant shared an updated SoCG with FF and BPA for review and editing.
23/04/2026	Emails	<ul style="list-style-type: none"> <li>• FF provided copy of fee breakdown together with detailed narratives.</li> <li>• WBD requested individual time entry data for all time incurred.</li> <li>• FF confirmed that individual financial / time entry data was market sensitive and confidential and could not be shared. Discussions regarding costs</li> </ul>

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		are picked up directly between the Applicant and BPA.
23/04/2026	Email	The Applicant team sent FF an updated SoCG.
24/04/2026	Emails	<ul style="list-style-type: none"> <li>The Applicant team shared an updated Risk Assessment with FF and BPA.</li> <li>FF shared comments on the draft PPs at 16:28 on a Friday and requested that these be returned by midday on Monday 27 April.</li> </ul>
27/04/2026	Emails	<ul style="list-style-type: none"> <li>The Applicant team requested an update on the SoCG and suggested a meeting to finalise the SoCG the same day.</li> <li>FF replied that the FF and BPA teams were not available for a meeting that day and the intention was that Prax would be submitting its own version of the SoCG at Deadline 5 accepting all amends that can be agreed<sup>1</sup>.</li> <li>WBD on behalf of the Applicant shared an updated markup of the PPs with comments for FF to consider at 11:42 in line with FF's request.</li> </ul>
27/04/2026	Phone call	BPA called Applicant team to discuss a point in the Risk Assessment (the exact parameters for the cable and where any transition from trefoil to flat formation will be carried out). The Applicant agreed to update the report. BPA provided verbal confirmation that the technical solution is agreed in principle.
27/04/2026	Emails	<ul style="list-style-type: none"> <li>The Applicant team shared an updated Risk Assessment with FF and BPA.</li> <li>FF replied to WBD saying it did not envisage being able to respond to the PPs before Deadline 5.</li> <li>FF later replied on points still not agreed on the PPs subject to client instructions.</li> </ul>

<sup>1</sup> This was the day before the transfer to P66 and Prax and the Liquidators were therefore not available for meetings.

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		<ul style="list-style-type: none"> <li>• WBD provided comments on the lists of points not agreed on the PPs subject to client instructions.</li> <li>• WBD emailed FF explaining that the ExA required a final and signed SoCG to be submitted at Deadline 5 and reiterated that the SoCG is intended to set out the position of each party, and that matters can be marked as 'not agreed' in the SoCG.</li> <li>• Emails between Applicant and BPA on the updated Risk Assessment and length of trefoil arrangement.</li> </ul>
27/04/2026	Phone call	BPA and Applicant discussed resolution of technical matters and fees.
28/04/2026	Phone call	<ul style="list-style-type: none"> <li>• WBD called FF seeking an update, particularly in relation to the SoCG provided on 23.04.26</li> <li>• FF confirmed they were unable to provide an update at that time but would come back to WBD<sup>2</sup>.</li> </ul>
28/04/2026	Email	From BPA to Applicant outlining the fees they have incurred to date and asking for the Applicant to agree to pay these.
28/04/2026	Email	From Applicant to BPA requesting, as offered, the breakdown of the fees.
28/04/2026	Email	From BPA to Applicant confirming sourcing of the information.
28/04/2026	Email	From Applicant to BPA requesting engagement between the technical teams as to the proposed technical solution.
28/04/2026	Email	From BPA to Applicant asking for invoice details.
28/04/2026	Email	From Applicant to BPA asking to clarify the request for invoice details.
28/04/2026	Email	From BPA to Applicant confirming BPA plan to invoice the Applicant.
28/04/2026	Email	From Applicant to BPA stating: <ul style="list-style-type: none"> <li>• that the Applicant has no liability to pay costs beyond the undertaking</li> </ul>

<sup>2</sup> Note that this was the day of the transfer to P66.

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		<p>already provided and that its position was made clear in December 2025;</p> <ul style="list-style-type: none"> <li>• technical solution (as opposed to a full outline specification) was agreed in principle between the Parties technical teams; and</li> <li>• that other than a 'contribution' to PPs drafting it would not be contributing to any other fees.</li> </ul>
28/04/2026	Email	From Applicant to BPA regarding lack of further progress towards agreed PPs and SoCG and regarding costs.
28/04/2026	Email	FF email to WBD (and the wider Applicant team) at 20:44 providing copies of the submissions made on behalf of BPA as agents for P66 and stating that P66 was now the owner of the assets.
30/04/2026	Email	FF to WBD regarding costs.
06/05/2026	Email	WBD to FF regarding costs.
07/05/2026	Emails	<ul style="list-style-type: none"> <li>• The Applicant team provided updated crossing details (contained in the Risk Assessment) and confirmed that it will update the full report and circulate.</li> <li>• BPA confirmed that the Crossing Details were agreed in principle.</li> </ul>
07/05/2026	Emails	The Applicant team sent the updated SoCG to FF and BPA requesting comments by 11/05/2026.
08/05/2026	Email	FF confirmed to WBD that it would review the SoCG and take instructions from BPA/P66. FF email to WBD regarding costs.
08/05/2026	Email	Applicant provided an updated Risk Assessment to BPA to reflect a minor correction.
08/05/2026	Email	FF to WBD requesting comments on the protective provisions it submitted at Deadline 5.
11/05/2026	Email	WBD to FF providing a further draft of the protective provisions at 10:07 (in line with FF request) and seeking details of the P66 acquisition in order to accurately update the BoR and associated documents.

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12/05/2026	Call	Call from AECOM to FF in respect of the SoCG.
12/05/2026	Email	FF to AECOM confirming that instructions were awaited in respect of the SoCG.
12/05/2026	Email	FF email to WBD (and the wider Applicant team) at 17:39 providing copies of the submissions made on behalf of BPA as agents for P66.
13/05/2026	Email	Applicant to BPA requesting a call to discuss the outstanding points.
13/05/2026	Call	Applicant and BPA discussed the outstanding points.
18/05/2026	Email	Applicant shares updated SoCG with P66 team for updating.
18/05/2026	Call	Applicant and BPA discussed a solution with regards to costs.
19/05/2026	Email	FF to WBD requesting comments on the PPs submitted on behalf of P66 at Deadline 5A.
19/05/2026	Email	WBD to FF confirming position on the PPs remains as per the Applicant's Deadline 5A submission and summarised the matters not agreed.
19/05/2026	Email	BPA to Applicant highlighting outstanding points on the PPs and SoCG, noting discussions were ongoing internally.
20/05/2026	Email	Applicant to BPA highlight outstanding points on PPs to aid discussions.
21/05/2026	Call	Applicant and BPA discussed the outstanding matters not agreed on the PPs.
22/05/2026	Email	Applicant to BPA providing proposed amends to PPs.
26/05/2026	Emails and Call	<ul style="list-style-type: none"> <li>Email from BPA to Applicant asking for an update on AC interference point (14:17).</li> <li>Email from Applicant to BPA confirming that an internal call was scheduled to discuss the AC interference point in the PPs and an update would be provided as soon as possible (14:26).</li> </ul>

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		<ul style="list-style-type: none"> <li>• Email from BPA to Applicant requesting a call to discuss outstanding points (16:26).</li> <li>• Call from BPA to Applicant to discuss outstanding points (16:30).</li> </ul>
27/05/2026	Emails and Call	<ul style="list-style-type: none"> <li>• Email from BPA to Applicant requesting wording on draft costs undertaking (10:56).</li> <li>• Call between Applicant and BPA to discuss position on costs and other outstanding points (10:58).</li> <li>• Email from BPA to Applicant with amended version of PPs (17:05).</li> </ul>
28/05/2026	Emails	<ul style="list-style-type: none"> <li>• FF sent updated PPs to WBD; and</li> <li>• Applicant to BPA confirming review of the amended PPs was ongoing.</li> </ul>
29/05/2026	Calls and Email	<ul style="list-style-type: none"> <li>• Call between Applicant and BPA to discuss the outstanding points and propose a timeframe within which to aim to seek agreement (14:04).</li> <li>• Email from Applicant to BPA to listing outstanding points which remain subject to final discussion (16:59).</li> </ul>
29/05/2026	Email	<ul style="list-style-type: none"> <li>• FF sent updated PPs and SoCG to WBD; and</li> <li>• WBD sent amended PPs to FF.</li> </ul>
01/06/2026	Calls and Emails	<ul style="list-style-type: none"> <li>• Email from BPA to Applicant requesting matters be closed out by midday (10:52).</li> <li>• Email from Applicant to BPA requesting a call to discuss final matters (10:59).</li> <li>• Email from BPA to Applicant requesting a call at 12pm (11:40).</li> <li>• Email from Applicant to BPA confirming availability for a call (12:02).</li> <li>• Call between Applicant, BPA and P66 to discuss outstanding issues. Agreement reached in principle. Applicant to amend drafting of the PPs and revert back before the end of the day (16:00)</li> </ul>

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		<ul style="list-style-type: none"> <li>WBD sent amended drafting of PPs to BPA, P66 and FF (21:36).</li> </ul>
02/06/2026	Email	WBD sent the updated SoCG to FF.



## 4. Matters agreed, not agreed or under discussion

### 4.1 Land matters

Table 4-1: Land matters

Reference	Description of Matter	P66 Position	Applicant Position	Status
4.1.1	Engagement	<p>We refer to Table 3-1 and our written submissions in relation to engagement between the Parties.</p> <p>There has been significant progress between the Parties in relation to the protective provisions. However, there remain a number of outstanding points which require further discussion between the Parties.</p> <p>Engagement between the parties is ongoing in this respect.</p>	<p>Table 3-1 provides the sequence of correspondence between the Applicant and Prax/P66’s team, which has been extensive in efforts to reach agreement.</p> <p>The Applicant is in discussion with FF regarding bespoke protective provisions to be included in the <b>draft DCO [APP-016]</b> and significant progress has been made in this regard, with the only points outstanding being in relation to AC interference and costs incurred to date (see row 4.1.5).</p>	Under discussion
4.1.2	P66's position vis a vis the dDCO	<p>The safety and operational concerns vis a vis the Proposed Development have been addressed in the written submissions (Relevant Representations RR-038, RR-039, REP1087 and AS-129) and oral submissions (at CAH1 (EV3-002 – EV3-</p>	<p>The Applicant is in discussion with FF regarding bespoke protective provisions to be included in the <b>draft DCO [APP-016]</b>. Partially agreed bespoke protective provisions are included at Schedule 14 of</p>	Under discussion

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Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p>005) and ISH2 (EV4-002 and EV4-003) and at CAH2). Formal Agreement is needed on matters, as set out in P66's preferred PPs annexed to this SoCG, including:</p> <ul style="list-style-type: none"> <li>a) protection of the P66 Pipeline from any AC interference over the safety levels stipulated by British Safety Standards caused by the construction or energisation of the Project whether (i) as a result of the electricity flowing through the Cable Corridor to be constructed or (ii) the subsequent transmission of the electricity produced by the Proposed Development through National Grid's existing electricity cable with reference OHL 4ZM; and</li> <li>b) an obligation to carry out the Project Works in line with the Outline Specification and an agreed consent procedure; and</li> <li>c) the safeguarding P66's continued ability to operate, access, repair, maintain, and replace the P66 Pipeline; and</li> </ul>	<p>the draft DCO submitted at Deadline 5A [REP5A-006]. Negotiations are ongoing between the parties and the final iteration of the draft DCO to be submitted to the Examination at Deadline 7 will reflect further agreement reached. The only matters in the protective provisions which are currently outstanding relate to AC interference and costs incurred to date. The parties are continuing to discuss these matters in order to reach agreement prior to the close of Examination.</p> <p>The Applicant has undertaken and provided an AC Interference Modelling Study (or Risk Assessment) which assessed the risk to the pipeline from the underground Cable Corridor. The report demonstrates on its own the Proposed Development has a negligible effect on the corrosion and safety risks of the pipeline, contributing less than 0.1% of the corrosion threshold. When added to the baseline, it reduces the corrosion risk by a negligible extent, due to the interaction of AC currents leading to the</p>	



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p>d) a requirement to ensure that all short and long term mitigation measures and land rights necessary to protect the P66 Pipeline (and by extension, the environment) from the risk of harm will be delivered before any Order Works commence; and</p> <p>e) an indemnity from the Applicant to indemnify P66 (as critical fuel operator) from damage caused to the P66 Pipeline together with any claims flowing therefrom; and</p> <p>f) acceptable PPs embedding agreed crossing details and design parameters contained both Annex C and D of the Risk Assessment.</p> <p>P66's position on the protective provisions is set out in row 4.1.5.</p>	<p>shielding of the AC current from the existing overhead line.</p> <p>The Proposed Development Parameters document was updated at Deadline 5 to secure the (embedded) mitigation measures included in the AC interference modelling study. In addition, the written specification and indicative plan for the crossing works are included as certified documents in the dDCO.</p> <p>In the event that the DCO is granted, an updated risk assessment based on the detailed design, and the existing baseline at that point in time, will be prepared in advance of the crossing works. The works shall be structured so that the cable installation and operation shall not interfere with P66's ability to meet its obligations under the Pipeline Safety Regulations (PSR. 1996), in particular not obstructing its ability to meet PSR Regulation 13. The Applicant is aware of its responsibilities under PSR Regulation 15, and shall provide suitable</p>	

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Reference	Description of Matter	P66 Position	Applicant Position	Status
			<p>demonstration of minimisation of risks (including demonstration of suitable: work approaches/procedures, technical impact, ongoing monitoring, where required) as the detailed design of the Proposed Development progresses. Industry best practices (i.e. UKOPA GPG) shall be followed, or suitable alternative agreements shall be progressed if required during detailed design.</p> <p>The Applicant's position on the protective provisions is set out in row 4.1.5.</p>	
4.1.3	Land rights	<p>P66 does not consider it proportionate to sterilise land rights relating to the P66 Pipeline within the Order limits and suggests that the P66 Pipeline and necessary rights of access are excluded from the ambit of the dDCO (sharing rights where appropriate). Provided that PPs are included on the face of the Order that cover this point this is agreed. Currently both versions of the PPs achieve this.</p>	<p>The PPs are agreed between the parties, save in relation to AC interference and costs incurred to date (see Row 4.1.5). The partially agreed form of the PPs, ensure that P66 maintain the necessary rights to allow continued operation and maintenance of its pipeline.</p>	Agreed

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Reference	Description of Matter	P66 Position	Applicant Position	Status
4.1.4	Order Limits	The results of the Risk Assessment demonstrate that no mitigation works outside the Order Limits are required and therefore no rights outside of the Order Limits are required to be granted.	The Applicant agrees with the P66 Position.	Agreed
4.1.5	Protective Provisions	<p>The dDCO does not include bespoke protective provisions for P66. Adequate protective provisions must be put in place so as to safeguard the ability of P66 to access, operate, repair, maintain and replace the P66 Pipeline as set out in previous representations and clause 4.1.2 above.</p> <p>The outstanding points not agreed between the Parties are set out below. Note the differences in wording are underlined for ease of reference.</p> <ul style="list-style-type: none"> <li>Definition of '<b>AC interference modelling</b>':</li> </ul> <p>Applicant's proposed wording (inserted on 01.06.2026): "<u>means an alternating current interference study carried out for the proposed 400 kV underground cable circuit</u></p>	The Applicant is currently in discussion with FF regarding the protective provisions to be included within the <b>draft DCO [APP-016]</b> . Partially agreed bespoke protective provisions are included at Schedule 14 of the draft DCO submitted at Deadline 5A [REP5A-006]. Negotiations are ongoing between the parties and the final iteration of the draft DCO to be submitted to the Examination at Deadline 7 will reflect further agreement reached. The only matters in the protective provisions which are currently outstanding relate to AC interference and costs incurred to date. The parties are continuing to discuss these matters in order to reach agreement prior to the close of Examination.	Under discussion



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>forming part of Work No. 5A using the [XXX] baseline to identify the likely level of alternating current interference to the P66 operations as a result of the authorised development"</u></p> <p>P66's proposed wording: none proposed</p> <p>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</p> <ul style="list-style-type: none"> <li>Definition of '<b>[XXX] baseline</b>':</li> </ul> <p>Applicant's proposed wording (inserted on 01.06.2026): "means the baseline existing prior to the commissioning of the authorised development provided under paragraph [●] for [●]"</p> <p>P66's proposed wording: none proposed</p>	<p>The key point which remains outstanding relates to AC interference and the extent to which any increase in AC interference should prevent the construction and operation of the Proposed Development. The Risk Assessment has demonstrated that as a worse case, any increase in AC interference will be negligible, contributing less than 0.1% of the corrosion threshold and, when added to the existing overhead line, the AC current from the Proposed Development shields the pipeline from the AC current from the existing overhead line, leading to a negligible beneficial effect overall.</p> <p>The Applicant has proposed drafting which restricts the construction and the operation of the Proposed Development only if the British Safety Standards are exceeded and the Proposed Development increases AC interference by 1% (which is considered to be a de minimis threshold), measured against the baseline existing at the time the further</p>	



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</p> <ul style="list-style-type: none"> <li>Definition of <b>'P66 outline specification'</b>:</li> </ul> <p>Applicant's proposed wording: <i>"means the document of that name identified in the table in Schedule 12 (documents and plans to be certified) and which is certified by the Secretary of State as the P66 outline specification for the purposes of this Order"</i></p> <p>P66's proposed wording: <i>"means <u>Appendix C and Appendix D of the document of entitled 'Technical Note Fosse Green Energy Alternating Current Interference Study' revision 4 dated 24 April 2026 identified in the table in Schedule 12 (documents and</u></i></p>	<p>modelling is undertaken, which will be once the detailed design is known.</p> <p>The Applicant is willing to continue to engage on this point to reach agreement on wording which is acceptable to both parties.</p> <p>The Applicant's preferred wording for the protective provisions is included at Appendix A of this SoCG. P66's preferred wording for the protective provisions is included at Appendix B of this SoCG.</p>	



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><i>plans to be certified) and which is certified by the Secretary of State as the P66 outline specification for the purposes of this Order"</i></p> <p>The additional wording has been added for clarification purposes.</p> <ul style="list-style-type: none"> <li>• Definition of <b>'restricted works'</b> ((a)(ii)) (<b>crossing of the P66 Pipeline and AC interference</b>):</li> </ul> <p>Applicant's proposed wording: <u>"any crossing of the P66 operations (including crossings which, if the British Safety Standards are exceeded, cause the level of AC interference on the P66 operations to exceed 1% of the approved [XXX] baseline) or rights relating thereto"</u></p> <p>P66's proposed wording: <u>"any crossing of the P66 operations (including crossings which result in the British Safety Standards being</u></p>		



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><i>exceeded) or rights relating thereto;</i></p> <p>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</p> <ul style="list-style-type: none"> <li>• Definition of '<b>restricted works</b>' ((d)) (<b>AC interference</b>):</li> </ul> <p>In order to be able to accept the majority of the Applicant's revisions to the definition of 'restricted works', P66 has included specific additional wording to protect against the AC interference risk.</p> <p>Applicant's proposed wording: none proposed</p> <p>P66 proposed additional wording: <u>"works forming part of the authorised development that will or may add load to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) such that AC</u></p>		



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>interference affecting the safe and efficient operation of the P66 apparatus beyond applicable permitted limits under relevant British Standards and industry standards"</u></p> <p>Protection of the P66 Pipeline from any AC interference over the safety levels stipulated by British Standards caused by the construction or energisation of the Project whether (i) as a result of the electricity flowing through the Cable Corridor to be constructed or (ii) the subsequent transmission of the electricity produced by the Proposed Development through National Grid's existing electricity cable with reference OHL 4ZM is required.</p> <ul style="list-style-type: none"> <li>• <b>Consent of restricted works</b> (paragraph 3):</li> </ul> <p>Applicant's proposed drafting: <u>"(1) Unless otherwise agreed in writing,</u></p>		

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Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>prior to the undertaker submitting the works details for the restricted works, P66 will provide the [XXX] baseline to the undertaker within [●] days of written request and where no [XXX] baseline is provided within that timescale, the undertaker may carry out intrusive and non-intrusive surveys and physical investigations to establish the [XXX] baseline and provide the results to P66 for its approval. For the purposes of this Part of this Schedule, such surveys and physical investigations will not be treated as restricted works.</u></p> <p><u>(2) Following receipt of the [XXX] baseline from P66, or of P66's approval of the [XXX] baseline (the approved [XXX] baseline), the undertaker must carry out the AC interference modelling and provide the results of such modelling to P66.</u></p>		



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>(3) In the event that the level of AC interference on the P66 operations in the approved [XXX] baseline-</u></p> <p>(a) <u>exceeds British Safety Standards and the results of the AC interference modelling carried out pursuant to sub-paragraph (2) demonstrate that the authorised development would result in an increase to the level of AC interference on the P66 operations of 1% or less of the approved [XXX] baseline; or</u></p> <p>(b) <u>is below British Safety Standards and the results of the AC interference modelling carried out pursuant to sub-paragraph (2) demonstrate that the authorised development would result in an increase to the level of AC interference on the P66 operations—</u></p>		



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p>(i) <u>of 1% or less of the approved [XXX] baseline; or</u></p> <p>(ii) <u>in excess of 1% of the approved [XXX] baseline, but that increase would not result in the level of AC interference on the P66 operations exceeding British Safety Standards.</u></p> <p><u>P66 must not under sub-paragraph (5) withhold its approval of the works details on the grounds that mitigation is required to reduce the level of AC interference."</u></p> <p>P66's proposed drafting: none proposed</p> <p>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</p>		



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<ul style="list-style-type: none"> <li> <b>Consent of restricted works</b>                      (sub-paragraph 3(3)(e)):                 </li> </ul> <p>Applicant's proposed wording: "<u>subject to sub-paragraph (3), compliance with relevant British Safety Standards</u>"</p> <p>P66's proposed wording: "<i>compliance with relevant British Safety Standards</i>"</p> <p>Sub-paragraph 3 (that the Applicant is referring to) is not required as stated above.</p> <p>P66 has agreed removal of reference to AC interference issues here subject to the amends to the definition of British Standards being agreed as set out above.</p> <ul style="list-style-type: none"> <li> <b>Execution of restricted works</b>                      (sub-paragraph 3(5)):                 </li> </ul>		

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Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p>Applicant's proposed wording:  <i>"The restricted works must be executed in accordance with the works details approved (or deemed to be approved) by P66 under this paragraph 3 including any reasonable requirements notified to the undertaker in accordance with sub-paragraph (6) and P66 shall be entitled to watch and inspect the execution of those works provided that for the avoidance of doubt the authorised development may not be energised (or if previously energised must be deenergised immediately) if at any point British Safety Standards are exceeded and the authorised development causes the level of AC interference on the P66 operations to exceed 1% of the approved [XXX] baseline"</i></p> <p>P66's proposed wording: <i>"The restricted works must be executed in accordance with the works details approved (or deemed to be</i></p>		



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><i>approved) by P66 under this paragraph 3 including any reasonable requirements notified to the undertaker in accordance with sub-paragraph (63) and P66 shall be entitled to watch and inspect the execution of those works provided that for the avoidance of doubt the authorised development may not be energised (or if previously energised must be deenergised immediately) if at any point British Safety Standards are exceeded"</i></p> <p>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</p> <ul style="list-style-type: none"> <li>• <b>Prohibition on interference</b> (sub-paragraphs (4)(a)(v) and (vi):</li> </ul> <p>Applicant's proposed wording: "<i>(v) interfere with or affect the anti-corrosion protections in place relating to the P66 operations or if</i></p>		



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><i>at any point British Safety Standards are exceeded, <u>cause the level of AC interference on the P66 operations to exceed 1% of the approved [XXX] baseline as a result of the authorised development; or (vi) if at any point British Safety Standards are exceeded, energise (including testing commissioning, pre-energisation voltage checks) (or if energised keep energised) any part of the authorised development that causes the level of AC interference on the P66 operations to exceed 1% of the approved [XXX] baseline"</u></i></p> <p>P66's proposed wording: <i>""(v) interfere with or affect the anti-corrosion protections in place relating to the P66 operations or if at any point British Safety Standards are exceeded, or energise (including testing commissioning, pre-energisation voltage checks) (or if energised keep energised) any part of the</i></p>		



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><i>authorised development that causes the level of AC interference <u>deemed safe by British Standards to be exceeded</u>"</i></p> <p>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</p> <ul style="list-style-type: none"> <li>• <b>AC interference</b> (sub-paragraph 4(1)(c)):</li> </ul> <p>Applicant's proposed wording: "<i><u>if British Safety Standards are exceeded and the authorised development causes the level of AC interference on the P66 operations to exceed 1% of the approved [XXX] baseline, the undertaker must immediately de-energise the authorised development and must not re-energise until those failures have been <u>either</u> addressed to P66's reasonable satisfaction or the level of AC interference on the P66</u></i></p>		

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Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>operations as a result of the authorised development is reduced to 1% or less of the approved [XXX] baseline"</u></p> <p>P66 proposed wording: "<u>if AC interference on the P66 operations due to installation and/or operation of the authorised development exceeds British Safety Standards limits when measured in isolation and not cumulatively with other projects (but for the avoidance of doubt, any load added to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) will be included), the undertaker must immediately de-energise the authorised development and must not re-energise until those failures have been addressed to P66's reasonable satisfaction"</u></p> <p>This wording is not relevant as the only relevant test should be exceedance of the British Safety Standards.</p>		



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<ul style="list-style-type: none"> <li data-bbox="591 427 1133 496"> <b>Future Proposed Development Costs</b> (sub-paragraph 6(1)(f)):                     </li> </ul> <p data-bbox="636 549 1133 983">Applicant's proposed wording: <i>"any costs reasonably and properly incurred by or on behalf of P66 in respect of the authorised development and this Order and any action carried out pursuant thereto, including any post-construction monitoring costs (excluding pipeline pigging inspections) and any action undertaken pursuant to paragraph 5"</i>.</p> <p data-bbox="636 1038 1133 1327">P66's proposed wording: <i>"any costs reasonably and properly incurred by or on behalf of P66 in respect of the authorised development and this Order and any action carried out pursuant thereto, including any post-construction monitoring costs and</i></p>		



Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p><u>any action undertaken pursuant to paragraph 5"</u></p> <p>This is a clarification inserted at P66's request to reflect the fact that once the Proposed Development has been energised periodic monitoring will be required at the Applicant;s cost to establish whether damage Is being caused.</p> <ul style="list-style-type: none"> <li>• <b>Legal Costs up to the end of the Examination</b> (sub-paragraph 6(3)):</li> </ul> <p>Applicant's proposed wording: none proposed</p> <p>P66's proposed wording: "<u>To pay to British Pipeline Agency (company number 01228157) whose registered address is 5-7 Alexandra Road, Hemel Hempstead, Hertfordshire, HP2 5BS with 7 days of written demand the sum of £77,500.</u>"</p>		

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Reference	Description of Matter	P66 Position	Applicant Position	Status
		<p>There is discussion in principle about providing an undertaking for these costs conditional only on removal of the objection. If received this paragraph can be removed.</p>		
4.1.6	Works Plans	<p>We have no issue with the current Works Plans provided that PPs are included on the face of the Order which agree not to sterilise or interfere existing land with existing land rights as per our preferred version of the PPs annexed to this SoCG.</p>	<p>The PPs are agreed between the parties, save in relation to AC interference and costs incurred to date (see row 4.1.5), which does not affect or change the Works Plans.</p>	Agreed



## 4.2 Pipeline Matters

Table 4-2: Pipeline matters

Reference	Description of Matter	P66 Position	Applicant Position	Status
4.2.1	Pipeline crossing	Provided PPs are included on the face of the Order which include Appendix C and Appendix D of the Risk Assessment identified in the table in Schedule 12 (documents and plans to be certified) and which is certified by the Secretary of State for the purposes of the Order.	<p>Bespoke PPs will be included on the face of the Order. The only outstanding issues which remain between the parties are in relation to the treatment of AC interference, and costs incurred to date, as explained in row 4.1.5 above.</p> <p>Appendix C and D of the Risk Assessment (Finaline Crossing Specification and Finaline Crossing Indicative Drawings) are included in Schedule 12 of the dDCO and therefore will be certified documents. These appendices have been submitted to the Examination as a standalone document at Deadline 6 for the purposes of being a certified document under the dDCO.</p>	Agreed
4.2.2	Risk to National Infrastructure	The Risk Assessment is approved however please see 4.1.2(a) in relation to	The Risk Assessment demonstrates there will be no likely significant effects on the P66 pipeline.	Agreed



Reference	Description of Matter	P66 Position	Applicant Position	Status
	(and by extension the Environment)	AC interference and 4.1.5 in relation the protective provisions.	The Applicant published an updated Proposed Development Parameters document at Deadline 5, which secures the (embedded) mitigation measures presented in the Risk Assessment.	
4.2.3	Environmental Statement	The position is agreed.	<p>The potential interaction between P66’s Finaline pipeline and the Proposed Development has been considered within <b>Chapter 14: Other Environmental Topics</b> of the ES [APP-039] – see paragraph 14.7.10 (g) which notes the consideration within the assessment of the Finaline pipeline referred to: “(g) The Finaline Killingholme to Buncefield underground fuel pipeline”.</p> <p>The ES is only required to identify likely significant effects. The Applicant does not consider there to be likely significant effects associated with P66’s Finaline pipeline and its position is that the industry standard mitigation and inbuilt design measures in the ES are adequate to avoid significant effects on the pipeline. This is evidenced by the AC interference modelling report (‘Risk Assessment’).</p>	Agreed

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Reference	Description of Matter	P66 Position	Applicant Position	Status
			<p>The Proposed Development Parameters was updated at Deadline 5 to include the (embedded) mitigation measures included in the Risk Assessment.</p> <p>The HSE has not shared any concerns with the Applicant.</p>	

Statement of Common Ground with P66



## References

- Ref 1 Department for Energy Security & Net Zero (2026). Overarching National Policy Statement for Energy (EN-1). Available at: <https://assets.publishing.service.gov.uk/media/695d1015f41883f4e50ed9ab/overarching-national-policy-statement-for-energy-en-1-web-accessible.pdf>

Statement of Common Ground with P66



# Appendix A Applicant's Preferred Protective Provisions

### FOR THE PROTECTION OF PHILLIPS 66 LIMITED

1. For the protection of P66, the following provisions have effect, unless otherwise agreed in writing between the undertaker and P66.
2. In this Part of this Schedule—

"**AC interference modelling**" means an alternating current (AC) corrosion study carried out for the proposed 400 kV underground cable circuit forming part of Work No. 5A against the AC corrosion baseline to identify the likely level of alternating current interference on the P66 operations as a result of the authorised development;

"**AC corrosion baseline**" means the baseline AC current existing at the P66 operations prior to the commissioning of the authorised development provided under paragraph 3(a);

"**British Safety Standards**" means all relevant standards, codes of practice and technical specifications issued by the British Standards Institution or any successor body, including BS, BS EN and BS EN ISO standards, as amended or replaced from time to time, to the extent applicable to the authorised development including in respect of AC interference over the safety levels set by British Standards (currently 30Am-2);

"**P66**" means Phillips 66 Limited (company number 00529086) whose registered office address is 7th Floor, 200-202 Aldersgate Street, London, EC1A 4HD and includes their respective successors in function in relation to the P66 operations and their respective successors in title in relation to the P66 Operations Land;

"**P66 outline specification**" means the document of that name identified in the table in Schedule 12 (documents and plans to be certified) and which is certified by the Secretary of State as the P66 outline specification for the purposes of this Order;

"**restricted works**" means—

- (a) works forming part of the authorised development within 15 metres of the P66 operations that will or may affect the P66 operations or access to them including—
  - (i) any enabling works, site preparation, ground investigation, haul road installation, temporary works or energisation;
  - (ii) any crossing of the P66 operations (including crossings which, if the British Safety Standards are exceeded, cause the level of AC interference on the P66 operations to exceed 1% of the approved AC corrosion baseline) or rights relating thereto; and
  - (iii) any works which may result in any interference with the P66 operations;
- (b) the use of explosives within 400 metres of the P66 operations; and
- (c) piling, undertaking of a 3D seismic survey or the sinking boreholes within 20 metres of the P66 operations,

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

"**the P66 operations**" means the operations and assets within the Order limits or operations and assets which have the benefit of rights (including access) over the Order limits vested in P66 including any pipeline crossing the Order limits operated by P66 or its authorised agents and used at all times and all ancillary apparatus including such works and apparatus properly appurtenant to the pipelines as are specified by section 65(2) (meaning of "pipe-line") of the Pipe-lines Act 1962;

"**the P66 Operations Land**" means the land on which the P66 operations take place from time to time and/or land which has the benefit of a right (including access) that is required for the



P66 operations from time to time;

"**the P66 requirements**" means together:

- (a) Linewatch's Booklet for Special Requirements for safe working in close proximity to high pressure pipelines (rev 24.09); and
- (b) Linesearch Before U Dig (LinesearchbeforeUdig Safety Practices - LinesearchbeforeUdig (lsbud.co.uk)); and
- (c) the United Kingdom Onshore Pipeline Operators' Association Good Practice Guides (Good Practice Guides | UKOPA); and
- (d) all relevant statute and regulation (including but not limited to the Pipeline Safety Regulations 1996, the Pipe-lines Act 1962, the Energy Act 2008, the Petroleum Act 1998, the Electricity at Work Regulations 1989)

(all as updated, amended or replaced from time to time)

"**works details**" means—

- (a) plans, and sections;
- (b) a method statement describing—
  - (i) the exact position of the restricted works;
  - (ii) the level at which the restricted works are proposed to be constructed or renewed relative to the P66 operations;
  - (iii) the manner of the restricted works' construction or renewal including details of excavation, positioning of plant etc.;
  - (iv) the position of all apparatus;
  - (v) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
  - (vi) any intended maintenance regime;
  - (vii) details of the proposed method of working and timing of execution of the restricted works;
  - (viii) details of vehicle access routes for construction and operational traffic; and
  - (ix) any other information reasonably required by P66 to assess the restricted works and their potential impact on the P66 operations provided that P66 agree that the undertaker shall not be required to carry out pipeline pigging to inform the method statement or as part of the method statement;
- (c) where the restricted works will or may be situated on, over, under or within 15 metres measured in any direction of the P66 operations, or (wherever situated) impose any load directly upon the P66 operations or involve embankment works within 15 metres of the P66 operations, the method statement must also include—
  - (i) the position of the P66 operations; and
  - (ii) by way of detailed drawings, every alteration proposed to be made to the P66 operations; and
- (d) any further particulars provided in response to a request under paragraph 3.

**Consent of restricted works under this Part**

3. —

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- (1) Unless otherwise agreed in writing, prior to the undertaker submitting the works details for the restricted works, P66 will provide the AC corrosion baseline to the undertaker within 5 days of written request and where no AC corrosion baseline is provided within that timescale, the undertaker may carry out intrusive and non-intrusive surveys and physical investigations to establish the AC corrosion baseline and provide the results to P66 for its approval. For the purposes of this Part of this Schedule, such surveys and physical investigations will not be treated as restricted works.
- (2) Following receipt of the AC corrosion baseline from P66, or of P66's approval of the AC corrosion baseline (the approved AC corrosion baseline), the undertaker must carry out the AC interference modelling and provide the results of such modelling to P66.
- (3) In the event that the level of AC interference on the P66 operations in the approved AC corrosion baseline-
  - (a) exceeds British Safety Standards and the results of the AC interference modelling carried out pursuant to sub-paragraph (2) demonstrate that the authorised development would result in an increase in the level of AC interference on the P66 operations of 1% or less of the approved AC corrosion baseline; or
  - (b) is below British Safety Standards and the results of the AC interference modelling carried out pursuant to sub-paragraph (2) demonstrate that the authorised development would result in an increase in the level of AC interference on the P66 operations—
    - (i) of 1% or less of the approved AC corrosion baseline; or
    - (ii) in excess of 1% of the approved AC corrosion baseline, but that increase would not result in the level of AC interference on the P66 operations exceeding British Safety Standards,

P66 must not under sub-paragraph (5) withhold its approval of the works details on the grounds that mitigation is required to reduce the level of AC interference.

- (4) Unless a shorter period is otherwise agreed in writing between the undertaker and P66, not less than 28 days before commencing the execution of any restricted works, the undertaker must submit to P66 the works details for the restricted works and such further particulars as P66 may, within 28 days from the day on which the works details are submitted under this paragraph, reasonably require.
- (5) No restricted works are to be commenced until the works details in respect of those works submitted under sub-paragraph (4) have been approved by P66 in writing.
- (6) Any approval of P66 required under this paragraph 3 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as P66 may require for the protection of the P66 operations, including but not limited to in respect of the following matters—
  - (a) the continuing safety and operational viability of the P66 operations; and
  - (b) the installation connection and energisation of any mitigation works and infrastructure reasonably necessary to protect the P66 operations as a result of the construction, energisation or operation of the authorised development; and
  - (c) the requirement for P66 to have reasonable access with or without vehicles to inspect, repair, replace and maintain and ensure the continuing safety and operation or viability of the P66 operations (and at all times in the case of an emergency); and
  - (d) compliance with the P66 requirements; and
  - (e) subject to sub-paragraph (3), compliance with relevant British Safety Standards.

- (7) Any decision of P66 required under this paragraph 3 including any reasonable requirements under sub-paragraph (6), must be notified to the undertaker in writing within a period of 28 days (unless

a shorter period is otherwise agreed in writing between the undertaker and P66) beginning with the date on which the works details were submitted to P66 under sub-paragraph (4) or the date on which any further particulars requested by P66 under sub-paragraph (4) were submitted to P66 (whichever is the later). Where no decision is notified to the undertaker by P66 within these timescales, the undertaker must notify P66 that it has a further period of ten days beginning with receipt of that notice within which to notify the undertaker of its written decision. Where no written decision is notified to the undertaken within the further ten days, P66's approval is deemed to be given. For the purposes of this sub-paragraph (7) notification shall be interpreted in line with article 45 (service of notices).

- (8) The restricted works must be executed in accordance with the works details approved (or deemed to be approved) by P66 under this paragraph 3 including any reasonable requirements notified to the undertaker in accordance with sub-paragraph (6) and P66 shall be entitled to watch and inspect the execution of those works provided that for the avoidance of doubt the authorised development may not be energised (or if previously energised must be deenergised immediately) if at any point British Safety Standards are exceeded and the authorised development causes the level of AC interference on the P66 operations to exceed 1% of the approved AC corrosion baseline.
- (9) In undertaking any restricted works or exercising any rights within 15 metres of the P66 operations, the undertaker must comply with such conditions, requirements or regulations as are set out in the P66 requirements and in accordance with the P66 outline specification unless otherwise agreed in writing between the undertaker and P66 acting reasonably and must facilitate (at the undertaker's cost) reasonable provisions for the monitoring of the P66 operations to establish whether damage occurs or has occurred as a result of the restricted works being undertaken.
- (10) Where any damage occurs to the P66 operations as a result of the restricted works, the undertaker must—
- (a) immediately cease all work in the vicinity of the damage;
  - (b) notify P66 to enable any repair or replacement to be carried out to the reasonable satisfaction of P66;
  - (c) at the request and election of P66 either:
    - (i) afford P66 all reasonable facilities to enable it to fully and properly repair and test the P66 operations (including running such further internal pipeline inspections as P66 may reasonably require) and pay to P66 all of its costs reasonably incurred in doing so and any further works or testing shown by that testing to be reasonably necessary; or
    - (ii) fully and properly repair the affected P66 operations as soon as reasonably practicable, in which case the repairs must be properly tested by the undertaker and be shown to the reasonable satisfaction of P66 to have effectively repaired the affected P66 operations; and
  - (d) where testing has taken place under sub-paragraph (10)(c)(ii), (except where P66 agrees otherwise in writing) provide P66 with a copy of the results of such testing before any backfilling takes place.
- (11) Notwithstanding sub-paragraph (10), if any damage occurs to P66 operations causing a leakage or escape from a pipeline, all work in the vicinity must cease and P66 must be notified immediately and the undertaker must immediately—
- (a) evacuate all personnel from the immediate vicinity of the leak;
  - (b) prevent any approach by the public;
  - (c) shut down any machinery and other sources of ignition within at least 350 metres from the leakage; and
  - (d) assist emergency services as may be requested.



- (12) In the event that the undertaker does not carry out necessary remedial work in a timely manner then P66 is entitled, but not obliged, to undertake the necessary remedial work and recover the reasonable cost of doing so from the undertaker.
- (13) Following the completion of any works within 50 metres of the P66 operations if damage is found to have occurred to any of the P66 operations as a result of the relevant works, sub-paragraphs (14) and (15) of this paragraph apply to that damage.
- (14) If P66 in accordance with sub-paragraph (6) and in consequence of the restricted works proposed by the undertaker, reasonably requires the removal of any of the P66 operations and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal of the P66 operations had been required by the undertaker under sub-paragraph (4).
- (15) 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 P66) in no case less than 28 days before commencing the execution of any restricted works, new works details, instead of the works details previously submitted, and having done so the provisions of this paragraph 3 apply to and in respect of the new works details.

### **Prohibition of acquisition and interference**

#### 4. —

(1) Regardless of any provision in this Order or anything shown on the land plans or if the Order applies to any interest in any land in which the P66 operations are placed or over which access to the P66 operations is enjoyed—

- (a) the undertaker must not, otherwise than in accordance with the terms of this Order including any approval given under this Part of this Schedule,—
- (i) obstruct or render less convenient the access to the P66 operations;
  - (ii) interfere with or affect the P66 operations or P66's ability to carry out its functions including operating its pipeline or its terminal by way of the creation of restrictive covenants or otherwise;
  - (iii) require that the P66 operations are relocated or diverted;
  - (iv) remove or require to be removed any P66 operations (unless requested by P66 under paragraph 3(14) above);
  - (v) interfere with or affect the anti-corrosion protections in place relating to the P66 operations or if at any point British Safety Standards are exceeded, cause the level of AC interference on the P66 operations to exceed 1% of the approved AC corrosion baseline as a result of the authorised development; or
  - (vi) if at any point British Safety Standards are exceeded, energise (including testing commissioning, pre-energisation voltage checks) (or if energised keep energised) any part of the authorised development that causes the level of AC interference on the P66 operations to exceed 1% of the approved AC corrosion baseline;
- (b) any right of P66 or its authorised agents to access, repair, replace or renew the P66 operations shall not be extinguished until any necessary alternative access has been provided to the reasonable satisfaction of P66; and
- (c) if British Safety Standards are exceeded and the authorised development causes the level of AC interference on the P66 operations to exceed 1% of the approved AC corrosion baseline, the undertaker must immediately de-energise the authorised development and must not re-energise until those failures have been either addressed

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to P66's reasonable satisfaction or the level of AC interference on the P66 operations as a result of the authorised development is reduced to 1% or less of the approved AC corrosion baseline.

- (2) Where the undertaker takes temporary possession of any land or carries out survey works on land in respect of which P66 has an easement, right, operations, assets or other interests (together "P66's rights")—
- (a) where P66's rights do not provide or require access over, in or under the Order limits, there is no restriction on the exercise of such rights;
  - (b) where P66's rights do provide or reasonably require access in, on or under the Order limits, P66 may exercise those rights where reasonably necessary—
    - (i) in an emergency without notice; and
    - (ii) in non-emergency circumstances having first given the undertaker at least 28 days prior written notice in order to allow the parties to liaise over timing and co-ordination of their respective works during the period of temporary possession; and
  - (c) subject to paragraph (b) the undertaker shall not extinguish P66's rights, unless in accordance with the provisions of this Part of this Schedule.

#### **Cathodic protection and alternating current interference**

5. Subject to paragraph 3, where in the reasonable opinion of P66 or the undertaker –
- (a) the authorised development might interfere with the cathodic protection forming part of the P66 operations; or
  - (b) the authorised development might interfere with the levels of alternate current interference on the P66 operations; or
  - (c) the P66 operations might interfere with the proposed or existing cathodic protection forming part of the authorised development,

P66 and the undertaker must co-operate in undertaking such tests as they consider reasonably necessary for ascertaining the nature and extent of such interference and implement measures for providing or preserving cathodic protection or reducing levels of alternate current interference on the P66 operations so as to comply with the British Safety Standards and the P66 requirements and ensure that P66 is granted all necessary proprietary rights to use, repair replace, renew and access said measures for the lifetime of the authorised development, or the P66 operations (whichever occurs first).

#### **Expenses**

6. –
- (1) Subject to the following provisions of this paragraph 6, the undertaker must pay to P66 its reasonable and proper costs in connection with undertaking its obligations under this Part of this Schedule from the date this Order comes into force including—
- (a) the execution of any works under this Part of this Schedule including for the protection of the P66 operations;
  - (b) the review, assessment and approval of works details in accordance with paragraph 3;
  - (c) any actions relating to pre-construction, construction, commissioning, monitoring, inspection (excluding pipeline pigging inspections), technical consultancy, surveys and emergency response costs;
  - (d) the watching of and inspecting the execution of the restricted works;



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- (e) imposing reasonable requirements in accordance with paragraph 3(6);
  - (f) any costs reasonably and properly incurred by or on behalf of P66 in respect of the authorised development and this Order and any action carried out pursuant thereto including any post-construction monitoring costs (excluding pipeline pigging inspections) and any action undertaken pursuant to paragraph 5; and
  - (g) legal and professional costs.
- (2) Prior to incurring any costs or expenses associated with the activities in sub-paragraph (1), the amount of such costs or expenses must be agreed in writing between the undertaker and P66 acting reasonably, save in the case of emergency or operational expediency following which the costs and expenses incurred and nature of the emergency or operational expediency must be notified to the undertaker as soon as reasonably practicable.

**Indemnity**

7. –

(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction or operation of any of the works pursuant to this Order, any damage is caused to the P66 operations, or there is any interruption in any service provided, or in the supply of any goods, by P66, the undertaker must—

- (a) bear and pay the cost reasonably incurred by P66 in making good such damage or restoring the supply; and
- (b) make proper compensation to P66 for any other expenses, loss, claims, demands, actions, proceedings, damages, or costs reasonably incurred by P66, by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of P66, its officers, employees, servants, contractors or agents.

(3) P66 must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) P66 must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, and demands to which the indemnity under this paragraph 7 applies. If requested to do so by the undertaker, P66 must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph 7 for claims reasonably incurred by P66.

(5) The liability of the undertaker under this paragraph 7 is limited to £20,000,000 (twenty million pounds) for each claim and £100,000,000 (one hundred million pounds) in the aggregate.

**Arbitration**

8. –

(1) The undertaker and P66 shall use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them out of or in connection with this Order in accordance with the following provisions of this paragraph.

(2) Any difference or dispute arising between the undertaker and P66 under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and P66, be referred to and settled by arbitration in accordance with article 43 (arbitration).

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- (3) Where there has been a reference to an arbitrator in accordance with sub-paragraph (1) and the arbitrator gives approval for the works details, the authorised development must be carried out in accordance with the approval and conditions contained in the decision of the arbitrator under sub-paragraph (1).

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# Appendix B P66's Preferred Protective Provisions

## FOR THE PROTECTION OF PHILLIPS 66 LIMITED

1. For the protection of P66, the following provisions have effect, unless otherwise agreed in writing between the undertaker and P66.

2. In this Part of this Schedule—

**"British Safety Standards"** means all relevant standards, codes of practice and technical specifications issued by the British Standards Institution or any successor body, including BS, BS EN and BS EN ISO standards, as amended or replaced from time to time, to the extent applicable to the authorised development including in respect of AC interference over the safety levels set by British Standards (currently 30Am-2);

**"P66"** means Phillips 66 Limited (company number 00529086) whose registered office address is 7th Floor, 200-202 Aldersgate Street, London, EC1A 4HD and includes their respective successors in function in relation to the P66 operations and their respective successors in title in relation to the P66 Operations Land;

**"P66 outline specification"** means Appendix C and Appendix D of the document entitled 'Technical Note Fosse Green Energy Alternating Current Interference Study' revision 4 dated 24 April 2026 identified in the table in Schedule 12 (documents and plans to be certified) and which is certified by the Secretary of State as the P66 outline specification for the purposes of this Order;

**"restricted works"** means—

- (a) works forming part of the authorised development within 15 metres of the P66 operations that will or may affect the P66 operations or access to them including—
  - (i) any enabling works, site preparation, ground investigation, haul road installation, temporary works or energisation;
  - (ii) any crossing of the P66 operations (including crossings which result in the British Safety Standards levels of AC interference being exceeded) or rights relating thereto; or
  - (iii) any works which may result in any interference with the P66 operations;
- (b) the use of explosives within 400 metres of the P66 operations; or
- (c) piling, undertaking of a 3D seismic survey or the sinking boreholes within 20 metres of the P66 operations, or
- (d) works forming part of the authorised development that will or may add load to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) such that AC interference affecting the safe and efficient operation of the P66 apparatus beyond applicable permitted limits under relevant British Standards and industry standards,

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

**"the P66 operations"** means the operations and assets within the Order limits or operations and assets which have the benefit of rights (including access) over the Order limits vested in P66 including any pipeline crossing the Order limits operated by P66 or its authorised agents and used at all times and all ancillary apparatus including such works and apparatus properly appurtenant to the pipelines as are specified by section 65(2) (meaning of "pipe-line") of the Pipe-lines Act 1962;

**"the P66 Operations Land"** means the land on which the P66 operations take place from time to time and/or land which has the benefit of a right (including access) that is required for the P66 operations from time to time;

**"the P66 requirements"** means together:

- (a) Linewatch's Booklet for Special Requirements for safe working in close proximity to high pressure pipelines (rev 24.09); and
- (b) Linesearch Before U Dig (LinesearchbeforeUdig Safety Practices - LinesearchbeforeUdig (lsbud.co.uk)); and
- (c) the United Kingdom Onshore Pipeline Operators' Association Good Practice Guides (Good Practice Guides | UKOPA); and
- (d) all relevant statute and regulation (including but not limited to the Pipeline Safety Regulations 1996, the Pipe-lines Act 1962, the Energy Act 2008, the Petroleum Act 1998, the Electricity at Work Regulations 1989)

(all as updated, amended or replaced from time to time)

**“works details”** means—

- (a) plans, and sections;
- (b) a method statement describing—
  - (i) the exact position of the restricted works;
  - (ii) the level at which the restricted works are proposed to be constructed or renewed relative to the P66 operations;
  - (iii) the manner of the restricted works’ construction or renewal including details of excavation, positioning of plant etc.;
  - (iv) the position of all apparatus;
  - (v) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
  - (vi) any intended maintenance regime;
  - (vii) details of the proposed method of working and timing of execution of the restricted works;
  - (viii) details of vehicle access routes for construction and operational traffic; and
  - (ix) any other information reasonably required by P66 to assess the restricted works and their potential impact on the P66 operations provided that P66 agree that the undertaker shall not be required to carry out pipeline pigging to inform the method statement or as part of the method statement;
- (c) where the restricted works will or may be situated on, over, under or within 15 metres measured in any direction of the P66 operations, or (wherever situated) impose any load directly upon the P66 operations or involve embankment works within 15 metres of the P66 operations, the method statement must also include—
  - (i) the position of the P66 operations; and
  - (ii) by way of detailed drawings, every alteration proposed to be made to the P66 operations; and
- (d) any further particulars provided in response to a request under paragraph 3.

### **Consent of restricted works under this Part**

3. —

- (1) Unless a shorter period is otherwise agreed in writing between the undertaker and P66, not less than 28 days before commencing the execution of any restricted works, the undertaker must submit to P66 the works details for the restricted works and such further particulars as P66 may, within 28

days from the day on which the works details are submitted under this paragraph, reasonably require.

- (2) No restricted works are to be commenced until the works details in respect of those works submitted under sub-paragraph (1) have been approved by P66 in writing.
- (3) Any approval of P66 required under this paragraph 3 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as P66 may require for the protection of the P66 operations, including but not limited to in respect of the following matters—
  - (a) the continuing safety and operational viability of the P66 operations; and
  - (b) the installation connection and energisation of any mitigation works and infrastructure reasonably necessary to protect the P66 operations as a result of the construction, energisation or operation of the authorised development; and
  - (c) the requirement for P66 to have reasonable access with or without vehicles to inspect, repair, replace and maintain and ensure the continuing safety and operation or viability of the P66 operations (and at all times in the case of an emergency); and
  - (d) compliance with the P66 requirements; and
  - (e) compliance with relevant British Safety Standards.
- (4) Any decision of P66 required under this paragraph 3 including any reasonable requirements under sub-paragraph (3), must be notified to the undertaker in writing within a period of 28 days (unless a shorter period is otherwise agreed in writing between the undertaker and P66) beginning with the date on which the works details were submitted to P66 under sub-paragraph (1) or the date on which any further particulars requested by P66 under sub-paragraph (1) were submitted to P66 (whichever is the later). Where no decision is notified to the undertaker by P66 within these timescales, the undertaker must notify P66 that it has a further period of ten days beginning with receipt of that notice within which to notify the undertaker of its written decision. Where no written decision is notified to the undertaken within the further ten days, P66's approval is deemed to be given. For the purposes of this sub-paragraph (4) notification shall be interpreted in line with article 45 (service of notices)
- (5) The restricted works must be executed in accordance with the works details approved (or deemed to be approved) by P66 under this paragraph 3 including any reasonable requirements notified to the undertaker in accordance with sub-paragraph (3) and P66 shall be entitled to watch and inspect the execution of those works provided that for the avoidance of doubt the authorised development may not be energised (or if previously energised must be deenergised immediately) if at any point British Safety Standards are exceeded.
- (6) In undertaking any restricted works or exercising any rights within 15 metres of the P66 operations, the undertaker must comply with such conditions, requirements or regulations as are set out in the P66 requirements and in accordance with the P66 outline specification unless otherwise agreed in writing between the undertaker and P66 acting reasonably and must facilitate (at the undertaker's cost) reasonable provisions for the monitoring of the P66 operations to establish whether damage occurs or has occurred as a result of the restricted works being undertaken.
- (7) Where any damage occurs to the P66 operations as a result of the restricted works, the undertaker must—
  - (a) immediately cease all work in the vicinity of the damage;
  - (b) notify P66 to enable any repair or replacement to be carried out to the reasonable satisfaction of P66;
  - (c) at the request and election of P66 either:
    - (i) afford P66 all reasonable facilities to enable it to fully and properly repair and test the P66 operations (including running such further internal pipeline inspections as P66 may reasonably require) and pay to P66 all of its costs

- reasonably incurred in doing so and any further works or testing shown by that testing to be reasonably necessary; or
- (ii) fully and properly repair the affected P66 operations as soon as reasonably practicable, in which case the repairs must be properly tested by the undertaker and be shown to the reasonable satisfaction of P66 to have effectively repaired the affected P66 operations; and
- (d) where testing has taken place under sub-paragraph (7)(c)(ii), (except where P66 agrees otherwise in writing) provide P66 with a copy of the results of such testing before any backfilling takes place.
- (8) Notwithstanding sub-paragraph (7), if any damage occurs to P66 operations causing a leakage or escape from a pipeline, all work in the vicinity must cease and P66 must be notified immediately and the undertaker must immediately—
- (a) evacuate all personnel from the immediate vicinity of the leak;
  - (b) prevent any approach by the public;
  - (c) shut down any machinery and other sources of ignition within at least 350 metres from the leakage; and
  - (d) assist emergency services as may be requested.
- (9) In the event that the undertaker does not carry out necessary remedial work in a timely manner then P66 is entitled, but not obliged, to undertake the necessary remedial work and recover the reasonable cost of doing so from the undertaker.
- (10) Following the completion of any works within 50 metres of the P66 operations if damage is found to have occurred to any of the P66 operations as a result of the relevant works, sub-paragraphs (11) and (12) of this paragraph apply to that damage.
- (11) If P66 in accordance with sub-paragraph (3) and in consequence of the restricted works proposed by the undertaker, reasonably requires the removal of any of the P66 operations and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal of the P66 operations had been required by the undertaker under sub-paragraph (1).
- (12) 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 P66) in no case less than 28 days before commencing the execution of any restricted works, new works details, instead of the works details previously submitted, and having done so the provisions of this paragraph 3 apply to and in respect of the new works details.

#### **Prohibition of acquisition and interference**

4. —

- (1) Regardless of any provision in this Order or anything shown on the land plans or if the Order applies to any interest in any land in which the P66 operations are placed or over which access to the P66 operations is enjoyed—
- (a) the undertaker must not, otherwise than in accordance with the terms of this Order including any approval given under this Part of this Schedule,—
    - (i) obstruct or render less convenient the access to the P66 operations;
    - (ii) interfere with or affect the P66 operations or P66's ability to carry out its functions including operating its pipeline or its terminal by way of the creation of restrictive covenants or otherwise;
    - (iii) require that the P66 operations are relocated or diverted;

- (iv) remove or require to be removed any P66 operations (unless requested by P66 under paragraph 3(11) above);
  - (v) interfere with or affect the anti-corrosion protections in place relating to the P66 operations or if at any point British Safety Standards are exceeded; or
  - (vi) energise (including testing commissioning, pre-energisation voltage checks) (or if energised keep energised) any part of the authorised development that causes the level of AC interference deemed safe by British Standards to be exceeded;
- (b) any right of P66 or its authorised agents to access, repair, replace or renew the P66 operations shall not be extinguished until any necessary alternative access has been provided to the reasonable satisfaction of P66; and
  - (c) if AC interference on the P66 operations due to installation and/or operation of the authorised development exceeds British Safety Standards limits when measured in isolation and not cumulatively with other projects (but for the avoidance of doubt, any load added to the overhead National Grid electricity cable (Ref: NGET OHL 4ZM) will be included), the undertaker must immediately de-energise the authorised development and must not re-energise until those failures have been addressed to P66's reasonable satisfaction.
- (2) Where the undertaker takes temporary possession of any land or carries out survey works on land in respect of which P66 has an easement, right, operations, assets or other interests (together “P66's rights”)—
- (a) where P66's rights do not provide or require access over, in or under the Order limits, there is no restriction on the exercise of such rights;
  - (b) where P66's rights do provide or reasonably require access in, on or under the Order limits, P66 may exercise those rights where reasonably necessary—
    - (i) in an emergency without notice; and
    - (ii) in non-emergency circumstances having first given the undertaker at least 28 days prior written notice in order to allow the parties to liaise over timing and co-ordination of their respective works during the period of temporary possession; and
  - (c) subject to paragraph (b) the undertaker shall not extinguish P66's rights, unless in accordance with the provisions of this Part of this Schedule.

**Cathodic protection and alternating current interference**

5. Subject to paragraph 3, where in the reasonable opinion of P66 or the undertaker –
- (a) the authorised development might interfere with the cathodic protection forming part of the P66 operations; or
  - (b) the authorised development might interfere with the levels of alternate current interference on the P66 operations; or
  - (c) the P66 operations might interfere with the proposed or existing cathodic protection forming part of the authorised development,

P66 and the undertaker must co-operate in undertaking such tests as they consider reasonably necessary for ascertaining the nature and extent of such interference and implement measures for providing or preserving cathodic protection or reducing levels of alternate current interference on the P66 operations so as to comply with the British Safety Standards and the P66 requirements and ensure that P66 is granted all necessary proprietary rights to use, repair replace, renew and access said measures for the lifetime of the authorised development, or the P66 operations (whichever occurs first).

## **Expenses**

6. –

- (1) Subject to the following provisions of this paragraph 6, the undertaker must pay to P66 its reasonable and proper costs in connection with undertaking its obligations under this Part of this Schedule from the date this Order comes into force including—
  - (a) the execution of any works under this Part of this Schedule including for the protection of the P66 operations;
  - (b) the review, assessment and approval of works details in accordance with paragraph 3;
  - (c) any actions relating to pre-construction, construction, commissioning, monitoring, inspection (excluding pipeline pigging inspections), technical consultancy, surveys and emergency response costs;
  - (d) the watching of and inspecting the execution of the restricted works;
  - (e) imposing reasonable requirements in accordance with paragraph 3(3);
  - (f) any costs reasonably and properly incurred by or on behalf of P66 in respect of the authorised development and this Order and any action carried out pursuant thereto including any post-construction monitoring costs and any action undertaken pursuant to paragraph 5; and
  - (g) legal and professional costs.
- (2) Prior to incurring any costs or expenses associated with the activities in sub-paragraph (1), the amount of such costs or expenses must be agreed in writing between the undertaker and P66 acting reasonably, save in the case of emergency or operational expediency following which the costs and expenses incurred and nature of the emergency or operational expediency must be notified to the undertaker as soon as reasonably practicable.
- (3) To pay to British Pipeline Agency (company number 01228157) whose registered address is 5-7 Alexandra Road, Hemel Hempstead, Hertfordshire, HP2 5BS with 7 days of written demand the sum of £77,500.

## **Indemnity**

7. –

- (1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction or operation of any of the works pursuant to this Order, any damage is caused to the P66 operations, or there is any interruption in any service provided, or in the supply of any goods, by P66, the undertaker must—
  - (a) bear and pay the cost reasonably incurred by P66 in making good such damage or restoring the supply; and
  - (b) make proper compensation to P66 for any other expenses, loss, claims, demands, actions, proceedings, damages, or costs reasonably incurred by P66, by reason or in consequence of any such damage or interruption.
- (2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of P66, its officers, employees, servants, contractors or agents.
- (3) P66 must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.
- (4) P66 must use its reasonable endeavours to mitigate in whole or in part and to minimise any

costs, expenses, loss, and demands to which the indemnity under this paragraph 7 applies. If requested to do so by the undertaker, P66 must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph 7 for claims reasonably incurred by P66.

(5) The liability of the undertaker under this paragraph 7 is limited to £20,000,000 (twenty million pounds) for each claim and £100,000,000 (one hundred million pounds) in the aggregate.

#### **Arbitration**

8. –

- (1) The undertaker and P66 shall use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them out of or in connection with this Order in accordance with the following provisions of this paragraph.
- (2) Any difference or dispute arising between the undertaker and P66 under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and P66, be referred to and settled by arbitration in accordance with article 43 (arbitration).
- (3) Where there has been a reference to an arbitrator in accordance with sub-paragraph (1) and the arbitrator gives approval for the works details, the authorised development must be carried out in accordance with the approval and conditions contained in the decision of the arbitrator under sub-paragraph (1).