



Fosse Green Energy

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9.37 Final Status of Negotiations with Statutory Undertakers

VOLUME

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1. Introduction

1.1 Purpose of this Document

- 1.1.1 This Final Status of Negotiations with Statutory Undertakers has been prepared by Fosse Green Energy Limited (the Applicant) to set out the position of negotiations between the Applicant and various statutory undertakers in respect of protective provisions as at Deadline 7, the final deadline of the Examination.
- 1.1.2 This summary document has been prepared in line with the Examining Authority's (ExA's) requests set out in the Rule 8 Letter **[PD-010]** dated 14 January 2026 and the subsequent Revised Timetable **[PD-020]** dated 8 April 2026.
- 1.1.3 Full details of the land interests held by statutory undertakers are set out in the Book of Reference **[REP5A-010]** and details of the specific compulsory acquisition powers sought by the Applicant for land in which statutory undertakers have an interest are set out in the Schedule of Negotiations and Powers Sought **[REP6-024]**. Final iterations of these documents have been submitted to the Examination at Deadline 7.
- 1.1.4 It should be noted that, whilst Phillips 66 Limited (P66) is a private entity, and therefore not a statutory undertaker, the Applicant has included details of negotiations with P66 in Table 1-2 of this document for completeness as the Applicant is seeking to agree protective provisions for the benefit of P66. Additionally, as the Applicant has fully agreed bespoke protective provisions for the benefit of Lincolnshire Fire and Rescue, reference to these has been included in Table 1-2 of this document.

Final Status of Negotiations with Statutory Undertakers

- 1.1.5 The final status of negotiations with the relevant statutory undertakers is set out in Table 1-1 below.
- 1.1.6 It should be noted that, whilst this is referred to as a “final” status, where agreement has not yet been reached the Applicant will continue discussions beyond the close of the Examination to seek to reach a mutually acceptable position.

Table 1-1: Final Status of Negotiations with Statutory Undertakers

Statutory Undertaker	Summary of Negotiations	D7 Status
Anglian Water Services Limited (AWS)	The Applicant and AWS have reached agreement on the form of bespoke protective provisions to be included in the draft DCO for the protection of AWS. These agreed protective provisions have already been included at Part 6 of Schedule 14 to the draft DCO and no changes have been made to these in the final iteration of the draft DCO submitted at Deadline 7.	Fully agreed protective provisions are included in the draft DCO submitted at Deadline 7.
Cadent Gas Limited (Cadent)	The Applicant and Cadent have reached agreement on the form of bespoke protective provisions to be included in the draft DCO for the protection of Cadent. Accordingly, Cadent withdrew its objection to the Proposed Development on 3 February 2026 [REP3-048]. These agreed protective provisions have already been included at Part 4 of Schedule 14 to the draft DCO and no changes have been made to these in the final iteration of the draft DCO submitted at Deadline 7.	Fully agreed protective provisions are included in the draft DCO submitted at Deadline 7.
Environment Agency	The Applicant engaged in discussions with the Environment Agency, and it was concluded that it is not necessary for protective provisions for the protection of the Environment Agency to be provided in the draft DCO in respect of the Proposed Development.	Protective provisions are not required.
National Grid Electricity Distribution (East Midlands) Plc (NGED)	The Applicant and NGED have reached agreement on the form of bespoke protective provisions to be included in the draft DCO for the protection of NGED. Accordingly, NGED	Fully agreed protective provisions are included in

Statutory Undertaker	Summary of Negotiations	D7 Status
	withdrew its objection to the Proposed Development on 12 May 2026 [REP5A-053]. These agreed protective provisions have already been included at Part 7 of Schedule 14 to the draft DCO and no changes have been made to these in the final iteration of the draft DCO submitted at Deadline 7.	the draft DCO submitted at Deadline 7.
National Grid Electricity Transmission Plc (NGET)	Discussions between the Applicant and NGET are ongoing with regards to the final form of bespoke protective provisions to be included in the draft DCO for the protection of NGET. The protective provisions are partially agreed, with the outstanding point relating to the interface between land acquisition for the Proposed Development and NGET's proposed Navenby Substation. The Applicant's preferred form of these protective provisions is included at Part 8 of Schedule 14 to the final iteration of the draft DCO submitted at Deadline 7. The Applicant will continue to engage with NGET following the close of the Examination in order to establish an agreed form of protective provisions. Details of the remaining points and the Applicant's position in respect of these are set out at Appendix A. In the event that agreement cannot be reached, the Applicant considers that the protective provisions included at Part 8 of Schedule 14 to the draft DCO submitted at Deadline 7 provide adequate protection for NGET.	Discussions are ongoing. Partially agreed protective provisions are included in the draft DCO submitted at Deadline 7.
National Highways Limited (NH)	The Applicant and NH have reached agreement on the form of bespoke protective provisions to be included in the draft DCO for the protection of NH. These agreed protective provisions have already been included at Part 5 of Schedule 14 to the draft DCO and no changes have been	Fully agreed protective provisions are included in the draft DCO submitted at Deadline 7.

Statutory Undertaker	Summary of Negotiations	D7 Status
	made to these in the final iteration of the draft DCO submitted at Deadline 7.	
Network Rail Infrastructure Limited (NRIL)	NRIL does not have any operational railway apparatus within the Order Limits, and its interests relate only to historic rights owed to third parties. Therefore, protective provisions are not required for the protection of NRIL. The Applicant acknowledges that NRIL is seeking to protect its historic land interests and accordingly is negotiating an agreement to provide the required protection. Discussions are ongoing, but the Applicant considers that NRIL's interests can co-exist with the Proposed Development. The Applicant will continue to engage with NRIL following the close of the Examination in order to reach agreement.	Discussions are ongoing. Protective provisions are not required.
Openreach Limited	The Applicant received confirmation from Openreach on 27 January 2026 that the protective provisions included for the protection of operators of electronic communications code networks at Part 2 of Schedule 14 to the draft DCO provide sufficient protection for its interests within the Order Limits.	No bespoke protective provisions are required.
Virgin Media Limited (VM)	The Applicant has sought engagement from VM since July 2025 in respect of its land interests within the Order Limits in order to establish whether the protective provisions included for the protection of operators of electronic communications code networks at Part 2 of Schedule 14 to the draft DCO provide sufficient protection. In the absence of information to suggest otherwise and given VM has not raised an objection to the Proposed Development, the Applicant considers that the aforementioned protective provisions provide adequate protection.	No bespoke protective provisions are required.

Final Status of Negotiations with Other Parties

- 1.1.7 The final status of negotiations with other relevant parties is set out in Table 1-2 below.
- 1.1.8 It should be noted that, whilst this is referred to as a “final” status, where agreement has not yet been reached, the Applicant will continue discussions beyond the close of the Examination to seek to reach an agreed position.

Table 1-2: Final Status of Negotiations with Phillips 66 Limited

Relevant Party	Summary of Negotiations	D7 Status
Phillips 66 Limited (P66)	Discussions between the Applicant and P66 are ongoing with regards to the final form of bespoke protective provisions to be included in the draft DCO for the protection of P66. The protective provisions are now largely agreed with the only outstanding points relating to how potential AC interference from the Proposed Development should be assessed prior to detailed design and the circumstances in which the Proposed Development can be prevented from operating, or can be de-energised, if AC interference is found to exceed the British Safety Standards. BPA (as agent for P66 and previously Prax) have also requested payment of their costs for engaging in the Examination and this is not agreed by the undertaker as the costs claimed are considered to be unreasonably and unnecessarily excessive. Further details of the outstanding points and the Applicant’s position in respect of these are set out at Appendix B. The Applicant’s preferred form of protective provisions is included at Part 9 of Schedule 14 to the final iteration of the draft DCO submitted at Deadline 7. The Applicant will continue to engage with P66 following the close of the Examination in an attempt to reach a mutually agreeable form of protective provisions. In the event that agreement cannot be reached, the Applicant considers that the protective	Discussions ongoing. Partially agreed protective provisions included in the draft DCO submitted at Deadline 7.

Relevant Party	Summary of Negotiations	D7 Status
	provisions included at Part 9 of Schedule 14 to the draft DCO submitted at Deadline 7 provide adequate protection for P66.	
Lincolnshire Fire and Rescue	The Applicant and Lincolnshire Fire and Rescue have reached agreement on the form of bespoke protective provisions to be included in the draft DCO for the protection of Lincolnshire Fire and Rescue. These agreed protective provisions have already been included at Part 3 of Schedule 14 to the draft DCO and no changes have been made to these in the final iteration of the draft DCO submitted at Deadline 7.	Fully agreed protective provisions are included in the draft DCO submitted at Deadline 7.

Appendix A – The Applicant’s Position in Respect of Outstanding Points – Provisions for the Protection of NGET

A.1 Introduction

- A.1.1 The outstanding points which are subject to ongoing discussion between the Applicant and NGET relate predominantly to the interface between the Proposed Development and NGET’s proposed Navenby Substation. The Order Limits for the Proposed Development include the proposed Navenby Substation (which will be constructed and operated by NGET) as well as part of the overhead line which forms part of the National Electricity Transmission System.
- A.1.2 Paragraph references in the following sections are to paragraphs of Part 8 of Schedule 14 to the iteration of the draft DCO submitted to the Examination at Deadline 7.

A.2 Paragraph 90 (Acquisition of land)

- A.2.1 NGET is seeking the inclusion of a sub-paragraph 90(2) as follows:
- 90(2) Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not unless otherwise agreed in writing acquire any land forming part of the Navenby Site.*
- A.2.2 This is not agreed by the Applicant but remains subject to ongoing discussions.
- A.2.3 In respect of this sub-paragraph (which was included in a previous iteration of the draft DCO in error), the Applicant notes that in its third written questions, the ExA sought clarification as to whether the inclusion of such a provision would obviate the need for the Applicant to be granted compulsory acquisition powers in respect of the Navenby Site.
- A.2.4 Notwithstanding that this provision had been included in error, the Applicant set out an explanation as to why it requires powers of compulsory acquisition of new rights over the relevant land in the Applicant’s Response to the Examining Authority’s Third Written Questions [**REP5A-037**]. The reasons are as follows:
- The Applicant requires statutory authority to carry out its works, which then need to be supported by the ability to secure (by compulsion if necessary) the required powers to construct operate, maintain and access the Proposed Development.

- b. Whilst the Applicant will work together with NGET, the programme for the construction of the Navenby Substation is not known. It may be necessary for the Applicant to secure rights over land and carry out its works before NGET mobilises its scheme (or has secured any interest in the relevant land). This may even be necessary to meet NGET's own construction programme requirements. The Applicant must retain its ability to take the rights it requires, given the current uncertainty as to when NGET will mobilise, what rights in land NGET will hold at the relevant time and what NGET will require the Applicant to have constructed to meet the parties' relevant connection timetables.
- c. At present, it is not clear what restrictions could be imposed by landowners on NGET when NGET negotiates or otherwise secures the powers and interests in land it requires for the Navenby Substation. Given that uncertainty, the Applicant requires powers of compulsory acquisition in case NGET is blocked from providing the required rights to the Applicant to progress the Proposed Development.
- d. The proposed new rights to be acquired by the Applicant are unlikely to be incompatible with NGET's proposed new rights over the relevant land and so are unlikely to impact on NGET's interests in the relevant land.

A.2.5 These reasons also explain why the Applicant does not wish to include NGET's proposed paragraph 90(2) in the draft DCO.

A.3 Paragraph 86 (Interpretation)

- A.3.1 In connection with the inclusion of sub-paragraph 90(2), the definitions of "Navenby Site" (referred to in sub-paragraph 90(2)) and "Navenby Project" (used in NGET's preferred definition of "Navenby Site") also remain under discussion with NGET and subject to agreement.
- A.3.2 Whilst NGET's desire to preserve flexibility in these definitions is noted, it is not unreasonable for the Applicant to be given certainty as to the scope and extent of the "Navenby Project" and, accordingly, the scope and extent of the "Navenby Site". In respect of the latter, NGET's proposed definition of the "Navenby Site" is not exhaustive, so provides no certainty as to the actual area included. The land which is expressly included covers a much wider area than the proposed Navenby Substation, encompassing a large area of the Cable Corridor for the Proposed Development. As noted above, the Proposed Development in this location is not incompatible with NGET's existing or proposed infrastructure and it may be necessary for the Applicant to exercise powers in this area before NGET mobilise their works.
- A.3.3 The Applicant hopes that suitable drafting can be agreed to address the concerns of both NGET and the Applicant, and will continue to engage with NGET to seek agreement on this point if possible.

A.4 Paragraph 87 (Interaction with the Navenby Project)

- A.4.1 NGET does not agree to the inclusion of qualifying wording in paragraph 87(b) shown in red below:

87(b) having regard to the anticipated programme of works for the Navenby Project and facilitating a co-ordinated approach to construction programming, land assembly (in so far as the extent of the Navenby Site has been notified by National Grid Electricity Transmission Plc to the undertaker in writing), and the carrying out of works in connection with the authorised development and the Navenby Project;

- A.4.2 The Applicant requires the inclusion of this qualifying wording as a result of the uncertainties as to the precise extent of the land required by NGET for the Navenby Project.
- A.4.3 This qualifying wording makes clear that the undertaker can only comply with these provisions to the extent that it has been so notified of the land to which the obligation relates. Without such wording, the Applicant cannot be expected to comply with these provisions. NGET are content to include notification of the land on which Navenby Project apparatus is to be situated and land on which rights associated with the Navenby Project are anticipated (see the definition of “Navenby Site”) and, therefore, the Applicant is unclear why this wording cannot also be included by NGET at paragraph 87(b).
- A.4.4 Accordingly, this qualifying wording is included in the iteration of the draft DCO submitted to the Examination at Deadline 7.

A.5 Paragraph 95 (Indemnity)

- A.5.1 NGET has requested the inclusion of the wording shown in red below in paragraph 95(2):

95(2) If as a result of the authorised development National Grid Electricity Transmission Plc's access to the Navenby Project or to any Navenby Site is materially obstructed, the undertaker must provide such alternative means of access that will allow National Grid Electricity Transmission Plc to maintain apparatus or use apparatus no less efficiently than was possible before the obstruction.

- A.5.2 As noted at A.3.2 above, the precise extent of the “Navenby Site” remains uncertain, and therefore the location of any access in respect of the same is not currently known.
- A.5.3 The Applicant cannot agree not to materially obstruct an access which does not have a defined location. Therefore, the wording shown in red above cannot be included in the draft DCO.

A.5.4 As above, this is subject to ongoing discussions.

A.6 Paragraph 97 (Co-operation)

A.6.1 The Applicant and NGET do not currently agree the wording of paragraph 97(1).

- a. The Applicant's preferred wording (as included in the iteration of the draft DCO submitted to the Examination at Deadline 7 is):

97(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid Electricity Transmission Plc requires the removal of apparatus under paragraph 91(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph 93, the undertaker shall—

(a) use its reasonable endeavours to ensure the efficient and economic execution of the authorised works and the efficient operation of National Grid Electricity Transmission Plc's undertaking; and

(b) use its best endeavours to co-ordinate the execution of the works in the interests of safety taking into account the need to ensure the safe operation of National Grid Electricity Transmission Plc's undertaking

(c) and National Grid Electricity Transmission Plc shall use its best endeavours to co-operate with the undertaker in respect of paragraph 97(1)(b).

- b. NGET's preferred wording is:

97(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid Electricity Transmission Plc requires the removal of apparatus under paragraph 91(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph 93, the undertaker shall use its best endeavours to coordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid Electricity Transmission Plc's undertaking and National Grid Electricity Transmission Plc shall use its best endeavours to co-operate with the undertaker for that purpose.

A.6.2 The Applicant accepts the provision requiring the undertaker to utilise its best endeavours in relation to safety standards (as required by law).

A.6.3 However, NGET's proposed wording requiring the undertaker to use best endeavours in relation to efficient and economic execution of the Proposed Development is not agreed because this is a matter for the undertaker.

- A.6.4 The Applicant's preference is therefore (as per the draft DCO) for wording which separates the two requirements to make it clear that best endeavours apply to health and safety matters, while reasonable endeavours are required to ensure the efficient and economic execution of both the Proposed Development and NGET's undertaking.
- A.6.5 The Applicant is seeking to reach agreement with NGET on this point, and this remains subject to ongoing discussions.

A.7 Ongoing engagement

- A.7.1 The Applicant will continue to engage with NGET following the close of the Examination in order to establish an agreed form of protective provisions and remains confident that it will be able to do so.

Appendix B – The Applicant’s Position in Respect of Outstanding Points – Provisions for the Protection of P66

B.1 Introduction

- B.1.1 The outstanding points which are subject to ongoing discussion between the Applicant and P66 relate to measurement of AC interference and recovery of BPA’s costs (as agent for P66, and previously Prax) in respect of their engagement in the examination of the DCO Application.
- B.1.2 Paragraph references in the following sections are to paragraphs of Part 9 of Schedule 14 to the iteration of the draft DCO submitted to the Examination at Deadline 7.

B.2 Measurement of AC Interference

- B.2.1 Discussions remain ongoing between the Applicant and P66 in respect of two key outstanding points as follows:
- a. Inclusion of references to the “CP test posts” in the following paragraphs:
 - i. Paragraph 102: the definition of “restricted works” at (a)(ii) and (d);
 - ii. Paragraph 103(6): in relation to the restriction on energising the Proposed Development (or de-energising it as relevant) where British Safety Standards are exceeded; and
 - iii. Paragraph 104(1)(a)(v); 104(1)(a)(vi); and 104(1)(c): in relation to restricting works which exceed the British Safety Standards; and
 - b. Payment of BPA’s costs of £77,500 plus VAT for participating in the DCO Examination (see sub-paragraph 6(3) of P66’s preferred PPs).
- B.2.2 The Applicant’s position is that it is necessary to include reference to the “CP test posts” in the paragraphs referred to above. This is required to provide certainty on the locations where the British Safety Standards need to be met.
- B.2.3 This is particularly important to the Applicant because the AC interference modelling is required to establish whether there would be an exceedance of the British Safety Standards as a result of the Proposed Development. In the event of an exceedance, the Proposed Development would be restricted from proceeding unless mitigation is first employed to prevent the exceedance. Therefore, it is essential that the modelling is conducted at the location of the CP test posts used in the baseline AC data, which are in proximity to the proposed crossing point. The Applicant should not be responsible for exceedances elsewhere on the P66 pipeline or which are not as a result of the Proposed Development.

- B.2.4 The Applicant understands that P66's position is that it is not necessary to include reference to the "CP test posts" because if the Applicant has any concern as to lack of evidence of AC interference, they can request this data under paragraph 105. However, this is not expressly permitted under paragraph 105 and, in any event, does not provide the clarity required by the Applicant for the purposes of assessment modelling.
- B.2.5 P66 have also stated that AC interference damage may not be ascertainable from the CP test posts and could require, for example, data or analysis from non-routine pigging inspections, and so CP test posts should not be referenced as proposed by the Applicant.
- B.2.6 The Applicant considers that this can be addressed by amending the definition of 'CP test posts' as follows:
- "CP test posts" means the FINA Cathodic Protection Test Posts with ID numbers 3650, 3700, 3750 and 3850 as shown on Figure 1 of the baseline AC data or such other representative locations agreed between the undertaker and P66 acting reasonably'.*
- B.2.7 This would allow data from non-routine pigging in the location of the CP test posts to be used if data from the CP test posts was, for some reason, not available.

B.3 BPA's costs of the DCO Examination

- B.3.1 As regards costs, the Applicant considers BPA's costs in the examination process to be unreasonable and excessive.
- B.3.2 No justification for the level of costs has been provided to the Examination, and the Applicant sees no reason why the costs claimed should be accepted for inclusion in the protective provisions without any testing by the Examining Authority as to whether such costs have been reasonably and properly incurred.