

# Rosefield Solar Farm

## Status of Negotiations with Statutory Undertakers

EN010158/APP/8.9  
Deadline 1  
March 2026  
Rosefield Energyfarm Ltd



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# 1. Introduction

## 1.1. Purpose of this document

- 1.1.1. This Status of Negotiations with Statutory Undertakers document has been prepared on behalf of Rosefield Energyfarm Limited ('the Applicant') to set out the status of various negotiations with statutory undertakers with a primary focus on protective provisions in relation to the Development Consent Order Application ('Application') for the construction, operation (including maintenance), and decommissioning of the Rosefield Solar Farm (hereafter referred to as the 'Proposed Development'). The Applicant has prepared this document in response to the **Rule 6 letter [PD-008]**.
- 1.1.2. It is noted that while telecommunication operators are not statutory undertakers, they have been included in the table at section 1.2 for completeness as persons identified with an interest or apparatus in the Order Limits who are subject to compulsory acquisition as part of the Application.
- 1.1.3. The table at section 1.2 sets out the relevant affected organisation and the nature of its undertaking, relevant plot numbers and a description of the rights sought over that land. The table also sets out the Applicant's position in respect of whether section 127(3)(a) or (b), section 127(6)(a) or (b) or 138(4) of the Planning Act 2008 ('PA2008') are engaged. Finally, the table confirms whether bespoke PPs and a commercial agreement are required and provides an update on the current status of negotiations between the Applicant and the relevant statutory undertaker / organisation.
- 1.1.4. The Applicant's general position in respect of the tests in section 127 and section 138 of PA2008 are set out at section 8.3 of the **Statement of Reasons [APP-016]**.
- 1.1.5. This document includes all relevant information requested in the **Rule 6 letter [PD-008]**. The Applicant notes that aspects of the information provided in this document are also included in Table 3 (Status of negotiations with Statutory Undertakers) of the **Schedule of Negotiations and Powers Sought [AS-016]** (including affected organisation, plot numbers, description of rights sought and status of negotiations).
- 1.1.6. The Applicant intends to update this Schedule of Negotiations with Statutory Undertakers at regular intervals throughout examination in accordance with the **Rule 6 letter [PD-008]**.
- 1.1.7. Accordingly, the Applicant considers that this document replaces Table 3 in the **Schedule of Negotiations and Powers Sought [AS-016]**.

## 1.2. Status of Negotiations with Statutory Undertakers

Affected organisation & nature of undertaking	Plot number(s)	Description of rights sought	S127(3)(a) / (b), s127(6)(a) / (b) or s138(4) PA 2008 engaged?	Bespoke PPs required and DCO reference (once known)?	Commercial agreement required?	Summary of progress
<b>Anglian Water Services Limited (AWS)</b> <i>Water and sewage</i>	2/4, 3/2, 3/3, 3/7, 3/10, 3/12, 6/6, 6/8, 7/7, 7/8, 7/10	Permanent acquisition of land etc; permanent acquisition of new rights; and temporary possession and use  6 – Grid Connection Cabling Corridor 7 – Interconnecting Cabling Corridor(s) 9 – Highway Works 10B – Internal access to mitigation areas only	Yes, s.127 is engaged because AWS has made a representation to the Planning Inspectorate <b>[RR-012]</b> .  Yes, s.138 is engaged because the plots are necessary for the purposes of carrying out Work Numbers 6, 7, 9 and 10B.  The Applicant considers that AWS will be adequately protected once bespoke protective provisions are agreed. The bespoke protective provisions will enable the Secretary of State to be satisfied that any extinguishment of right or removal of apparatus is necessary for the Proposed Development and is done so with adequate protections in place for the statutory undertaker.	Yes	No	Negotiations to agree bespoke protective provisions are progressing positively.  AWS provided the Applicant with a copy of its standard form protective provisions. The Applicant returned comments on 2 February 2026 and is awaiting comments from AWS.  Outstanding issues include powers in relation to apparatus in stopped up streets, powers in relation to protective works to buildings and administrative points in relation to expenses and costs incurred under the protective provisions. The parties are also seeking to confirm whether AWS owns any decommissioned apparatus within the Order Limits.  The Applicant is confident that the protective provisions will be agreed before the end of examination.
<b>British Telecommunications PLC</b> <i>Telecommunications</i>	See Openreach Limited	See Openreach Limited	No, s.127 is not engaged because it does not apply to telecommunications operators per s.127(8).  Yes, s.138 is engaged because the plots are necessary for the purposes of carrying out Work Numbers 1, 3A, 3B, 6, 7, 8A, 9, 10A and 10B.  The Applicant considers that the bespoke protective provisions being negotiated with	No	No	Openreach Limited confirmed in correspondence of January 2026 that Openreach Limited is managing the protection of British Telecommunications PLC's apparatus within the relevant plots.  As a result, the Applicant has engaged with Openreach Limited directly and negotiations are progressing positively. See Openreach Limited entry below.

Affected organisation & nature of undertaking	Plot number(s)	Description of rights sought	S127(3)(a) / (b), s127(6)(a) / (b) or s138(4) PA 2008 engaged?	Bespoke PPs required and DCO reference (once known)?	Commercial agreement required?	Summary of progress
			Openreach Ltd (as the entity managing the protection of British Telecommunications' assets) will enable the Secretary of State to be satisfied that any extinguishment of right or removal of apparatus is necessary for the Proposed Development and is done so with adequate protections in place for the statutory undertaker.			
<b>Buckingham &amp; River Ouzel Internal Drainage Board (IDB)</b>  <i>Internal Drainage Board</i>	1/1, 6/9, 6/10, 6/12, 6/13, 7/3, 7/4, 7/8, 7/9, 7/11, 7/12, 7/13	Permanent acquisition of land, etc; permanent acquisition of new rights; temporary possession and use  1– Ground Mounted Solar PV Generating Station 2A – Rosefield Substation Compound 2B – Abnormal Indivisible Load Corridor 5 – Main Collector Compound 6 – Grid Connection Cabling Corridor 7 – Interconnecting Cabling Corridor(s) 8A – Primary Temporary Construction and Decommissioning Compounds	No, s.127 is not engaged because the IDB has not made a representation about the Applicant's DCO Application.  Yes, s 138 is engaged in relation to this statutory undertaker because the plots are necessary for the purposes of carrying out Work Numbers 1. 2A, 2B, 5, 6, 7, 8A, 8B, 9 and 10A.  The Applicant and the IDB consider that the bespoke protective provisions as agreed and included in the dDCO provide adequate protection for the IDB. The Applicant considers that this will enable the Secretary of State to be satisfied that any extinguishment of right or removal of apparatus is necessary for the Proposed Development and is done so with adequate protections in place for the statutory undertaker.	Yes  Schedule 15, Part 4 – For the protection of Buckingham and River Ouzel Internal Drainage Board	No	Bespoke protective provisions are agreed and included at Schedule 15, Part 4 of the <b>Draft DCO [EN010158/APP/3.1.2] [AS-010]</b> .  The IDB provided its consent by way of letter dated 25 September 2025 to the relevant disapplications of statute reflected in the current drafting at Article 6(1) of the <b>Draft DCO [EN010158/APP/3.1.2] [AS-010]</b> . The Applicant will submit the relevant letter from the IDB at Deadline 1 as an attachment to the covering letter.

Affected organisation & nature of undertaking	Plot number(s)	Description of rights sought	S127(3)(a) / (b), s127(6)(a) / (b) or s138(4) PA 2008 engaged?	Bespoke PPs required and DCO reference (once known)?	Commercial agreement required?	Summary of progress
		8B – Secondary Temporary Construction and Decommissioning Compounds 9 – Highway Works 10A – Green and Blue Infrastructure  Negotiations in the context of disapplying legislation in the <b>Draft DCO [EN010158/APP/3.1]</b> .				
<b>Environment Agency (EA)</b>  <i>Environment</i>	N/A	Negotiations in the context of whether legislation needed to be disapplied in the <b>Draft DCO [EN010158/APP/3.1]</b> .	The statutory tests are not engaged.  While the EA submitted a representation to the Planning Inspectorate <a href="#">[RR-081]</a> , the EA does not have any registered interests in the <b>Book of Reference [APP-018]</b> .	No	No	The EA has confirmed that it does not require bespoke protective provisions.  The EA and the Applicant are agreed that there is no need for Flood Risk Activity Permits ( <b>FRAPs</b> ) for the Proposed Development. This is confirmed in the EA’s email correspondence of 18 December 2025 which the Applicant will submit at Deadline 1 as an attachment to the covering letter.  As a result, the Applicant has amended Article 6(1) (Disapplication and modification of statutory provisions) of the <b>Draft DCO [EN010158/APP/3.1.2] [AS-010]</b> at Deadline 1 to remove the references at Article 6(1)(d) and 6(1)(f) to the Water Resources Act 1991 and the Environmental Permitting (England and Wales) Regulations 2016 respectively.
<b>GIGACLEAR Limited</b>  <i>Telecommunications</i>	7/10	Temporary possession and use  9 – Highway Works	No, s.127 is not engaged because it does not apply to telecommunications operators per s.127(8).  Yes, s 138 is engaged in relation to this statutory undertaker because the plots are necessary	No	No	GIGACLEAR Ltd has confirmed it does not require bespoke protective provisions.  The Applicant has included the standard protective provisions for the operators of electronic communications code in Part 2 of Schedule 15 of the <b>Draft DCO [EN010158/APP/3.1.2] [AS-010]</b> , and considers that these protective provisions provide adequate protection to GIGACLEAR Ltd and enables land and rights to be acquired for the

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			for the purposes of carrying out Work Number 9.  The Applicant considers that the standard protective provisions in Part 2 of Schedule 15 of the <b>Draft DCO [EN010158/APP/3.1.2] [AS-010]</b> will enable the Secretary of State to be satisfied that any extinguishment of right or removal of apparatus is necessary for the Proposed Development and is done so with adequate protections in place for GIGACLEAR Ltd.			Proposed Development without serious detriment to the operations concerned.
<b>National Grid Electricity Distribution (East Midlands) Plc (NGED)</b>  <i>Electricity Distributor</i>	4/10, 4/11, 5/1, 5/3, 6/1, 6/2, 6/4, 6/5, 6/12, 6/13, 7/1, 7/3, 7/5, 7/9, 7/11, 7/12	Permanent acquisition of land etc; permanent acquisition of new rights  1– Ground Mounted Solar PV Generating Station 2A – Rosefield Substation Compound 2B – Abnormal Indivisible Load Corridor 3A -Satellite Collector Compounds 3B – Satellite Collector Compound Transformer 4 - BESS 5 – Main Collector Compound	Yes, s.127 is engaged because NGED has made a representation to the Planning Inspectorate <b>[RR-200]</b> .  Yes, s.138 is engaged because the plots are necessary for the purposes of carrying out Work Numbers 1, 2A, 2B, 3A, 3B, 4, 5, 6, 7, 8A, 8B, 9 and 10A.  The Applicant considers that NGET will be adequately protected by the bespoke protective provisions and side agreement. Once executed, this will enable the Secretary of State to be satisfied that any extinguishment of right or removal of apparatus is necessary for the Proposed Development, and is done with	Yes	Yes	The Applicant and NGED reached agreement on 16 February 2026 that the protective provisions and related commercial agreement are now agreed.  Engrossments have been issued and the parties are currently arranging execution of the commercial agreement.  NGED has informed the Applicant that it hopes to be able to remove its objection to the Proposed Development once the commercial agreement has been completed but that the objection remains in place until that time.  The Applicant considers that the bespoke protective provisions and commercial agreement will provide adequate protection to this statutory undertaker and enables land and rights to be acquired for the Proposed Development without serious detriment to the carrying on of the undertaking concerned.

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		6 – Grid Connection Cabling Corridor 7 – Interconnecting Cabling Corridor(s) 8A – Primary Temporary Construction and Decommissioning Compounds 8B – Secondary Temporary Construction and Decommissioning Compounds 9 – Highway Works 10A – Green and Blue Infrastructure	adequate protections in place for this statutory undertaker.			
<b>National Grid Electricity Distribution Plc</b> <i>Electricity Distributor</i>	1/1, 1/2, 1/4, 2/4, 3/5, 3/7, 3/10, 3/11, 3/12, 3/13, 3/14, 3/16, 4/10, 4/11, 5/1, 5/3, 6/1, 6/2, 6/13, 7/3, 7/7, 7/8, 7/9, 7/10, 7/11, 7/12	Permanent acquisition of land etc; permanent acquisition of new rights; temporary possession and use  1 – Ground Mounted Solar PV Generating Station 2A – Rosefield Substation Compound 2B – Abnormal Indivisible Load Corridor 3A -Satellite Collector Compounds 3B – Satellite Collector Compound Transformer	Refer to the response for National Grid Electricity Distribution (East Midlands) Plc.	Refer to the response for National Grid Electricity Distribution (East Midlands) Plc.	Refer to the response for National Grid Electricity Distribution (East Midlands) Plc.	Refer to the response for National Grid Electricity Distribution (East Midlands) Plc.

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		4 - BESS 5 – Main Collector Compound 6 – Grid Connection Cabling Corridor 7 – Interconnecting Cabling Corridor(s) 8A – Primary Temporary Construction and Decommissioning Compound 8B – Secondary Temporary Construction and Decommissioning Compound 9 – Highway Works 10A – Green and Blue Infrastructure 10B – Internal access to mitigation areas only				
<b>National Grid Electricity Transmission Plc (NGET)</b>  <i>Electricity Transmitter</i>	6/8, 6/10, 6/11, 6/12, 6/13, 7/3, 7/4, 7/5, 7/7, 7/8, 7/9, 7/10, 7/11, 7/12	Permanent acquisition of land etc; permanent acquisition of new rights; temporary possession and use  1 – Ground Mounted Solar PV Generating Station 2A – Rosefield Substation Compound 2B – Abnormal Indivisible Load Corridor	Yes, s.127 is engaged because NGET has made a representation to the Planning Inspectorate <b>[RR-201]</b> and related correspondence <b>[AS-037]</b> .  Yes, s.138 is engaged because the plots are necessary for the purposes of carrying out Work Numbers 1, 2A, 2B, 5, 6, 7, 8A, 8B and 9.  The Applicant considers that NGET will be adequately protected once the bespoke protective provisions and any	Yes	Yes	Negotiations to agree bespoke protective provisions are progressing positively. Outstanding issues include interactions between the Proposed Development and NGET’s proposed East Claydon Project, powers in relation to compulsory acquisition and matters related to rights and facilities for alternative apparatus and expenses and costs incurred.  The Applicant provided NGET with comments on the protective provisions on 9 March 2026 and is awaiting NGET’s comments. The Applicant is confident that the protective provisions will be agreed before the end of examination.  The Applicant considers that the bespoke protective provisions (and any necessary commercial agreement) will provide adequate protection to this statutory undertaker and enables land and rights to be acquired for the Proposed Development without serious detriment to the carrying on of the undertaking concerned.

Affected organisation & nature of undertaking	Plot number(s)	Description of rights sought	S127(3)(a) / (b), s127(6)(a) / (b) or s138(4) PA 2008 engaged?	Bespoke PPs required and DCO reference (once known)?	Commercial agreement required?	Summary of progress
		5 – Main Collector Compound 6 – Grid Connection Cabling Corridor 7 – Interconnecting Cabling Corridor(s) 8A – Primary Temporary Construction and Decommissioning Compound 8B – Secondary Temporary Construction and Decommissioning Compound 9 – Highway Works 10A – Green and Blue Infrastructure	necessary side agreement with NGET are agreed. Once agreed, this will enable the Secretary of State to be satisfied that any extinguishment of right or removal of apparatus is necessary for the Proposed Development, and is done so with adequate protections in place for this statutory undertaker.			
<b>Openreach Limited (Openreach)</b> <i>Telecommunications</i>	1/2, 1/4, 1/5, 2/4, 2/7, 3/2, 3/3, 3/4, 3/5, 3/7, 3/10, 3/12, 3/17, 3/18, 7/7, 7/8, 7/10	Permanent acquisition of land etc; permanent acquisition of new rights; temporary possession and use  1 – Ground Mounted Solar PV Generating Station 3A -Satellite Collector Compounds 3B – Satellite Collector Compound Transformer 6 – Grid Connection Cabling Corridor 7 – Interconnecting Cabling Corridor(s) 8A – Primary Temporary	No, s.127 is not engaged because it does not apply to telecommunications operators per s.127(8).  Yes, s. 138 is engaged because the plots are necessary for the purposes of carrying out Work Numbers 1, 3A, 3B, 6, 7, 8A, 9, 10A and 10B.  The Applicant considers that the bespoke protective provisions will, once agreed, enable the Secretary of State to be satisfied that any extinguishment of right or removal of apparatus is necessary for the Proposed Development and is done so with adequate protections in place for Openreach.	Yes	No	Negotiations to agree bespoke protective provisions are progressing positively.  The Applicant has reviewed correspondence from Openreach and is finalising comments on the protective provisions. The Applicant is confident that the protective provisions will be agreed before the end of examination.  The Applicant considers that the bespoke protective provisions will provide adequate protection to this statutory undertaker and enables land and rights to be acquired for the Proposed Development without serious detriment to the operations concerned.

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		Construction and Decommissioning Compound 9 – Highway Works 10A – Green and Blue Infrastructure 10B – Internal access to mitigation areas only				
<b>Scottish and Southern Energy Power Distribution Limited (SSE)</b> <i>Electricity Distributor</i>	7/7, 7/8	Permanent acquisition of new rights  6 – Grid Connection Cabling Corridor	No, s.127 is not engaged because SSE has not made a representation about the Applicant's DCO Application.  Yes, s.138 is engaged because the plots are necessary for the purposes of carrying out Work Number 6.  The Applicant considers that the standard protective provisions in Part 1 of Schedule 15 of the <b>Draft DCO [EN010158/APP/3.1.2] [AS-010]</b> will enable the Secretary of State to be satisfied that any extinguishment of right or removal of apparatus is necessary for the Proposed Development and is done so with adequate protections in place for the statutory undertaker.	No	No	In October 2025, Scottish and Southern Energy Power Distribution Limited confirmed it did not require bespoke protective provisions.  The Applicant has included the standard protective provisions for operators of electricity undertakers in Part 1 of Schedule 15 of the <b>Draft DCO [EN010158/APP/3.1.2] [AS-010]</b> and considers that these protective provisions provide adequate protection to this statutory undertaker, and enables land and rights to be acquired for the Proposed Development without serious detriment to the carrying on of the undertaking concerned.
<b>Statkraft UK Ltd (Statkraft)</b> <i>Electricity</i>	7/2	Permanent acquisition of new rights  6 – Grid Connection Cabling Corridor	Yes, s.127 is engaged because Statkraft has made a representation to the Planning Inspectorate <b>[RR-252]</b> .	No	Yes	Negotiations to agree a commercial agreement are progressing positively.  The parties agree that an Interface Agreement is the most appropriate mechanism (in lieu of protective provisions) because Statkraft's project has been submitted under the Town and Country Planning Act

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			<p>Yes, s.138 is engaged because the plot is necessary for the purposes of carrying out Work Number 6.</p> <p>The Applicant considers that Statkraft will be adequately protected once the commercial agreement is agreed with Statkraft. This will enable the Secretary of State to be satisfied that any extinguishment of right or removal of apparatus is necessary for the Proposed Development and that adequate protections are in place for Statkraft.</p>			<p>1990 and the Interface Agreement is necessary to provide reciprocal protections.</p> <p>The Applicant currently awaits a draft agreement from Statkraft. Given that both parties are seeking to acquire cable rights in the plot, the Applicant is confident that the bespoke protective provisions will be agreed before the end of examination.</p>
<p><b>Thames Water Utilities Ltd (TWUL)</b> <i>Water and sewerage</i></p>	8/1, 8/2, 8/3, 8/4, 8/5, 8/6, 8/7, 8/8	<p>Temporary possession and use; permanent acquisition of land etc</p> <p>9 – Highway Works</p>	<p>Yes, s.127 is engaged because TWUL has made a representation to the Planning Inspectorate <b>[AS-032]</b>.</p> <p>Yes, s.138 is engaged because the plots are necessary for the purposes of carrying out Work Number 9.</p> <p>The Applicant considers that TWUL will be adequately protected once bespoke protective provisions are agreed. The bespoke protective provisions will enable the Secretary of State to be satisfied that any extinguishment of right or removal of apparatus is necessary for the Proposed Development and is done so with adequate protections in</p>	Yes	No	<p>Negotiations to agree bespoke protective provisions are progressing positively.</p> <p>TWUL provided the Applicant with a copy of its standard form protective provisions in late January 2026 which the Applicant is currently reviewing.</p> <p>The parties will continue to progress negotiations to reach a mutually acceptable position on the remaining issues. The Applicant is confident that the bespoke protective provisions will be agreed before the end of examination.</p>

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			place for the statutory undertaker.			
<b>UK Power Networks Limited (UKPN)</b>  <i>Electricity Transmitter</i>	5/1, 5/2	Permanent acquisition of land etc  1 – Ground Mounted Solar PV Generating Station 7 – Interconnecting Cabling Corridor(s) 10A – Green and Blue Infrastructure	No, s.127 is not engaged because UKPN has not made a representation about the Applicant's DCO Application.  Yes, s.138 is engaged because the plots are necessary for the purposes of carrying out Work Numbers 1, 7 and 10A.  The Applicant considers that the bespoke protective provisions and commercial agreement will, once agreed, enable the Secretary of State to be satisfied that any extinguishment of right or removal of apparatus is necessary for the Proposed Development and is done so with adequate protections in place for the statutory undertaker.	TBC	Yes	The Applicant is currently engaging with UKPN to seek to agree protective provisions and a related commercial agreement.  The Applicant provided UKPN with its comments on the document on 10 March 2026 and is awaiting comments from UKPN. The Applicant is confident that the protective provisions and commercial agreement will be agreed before the end of examination.  The Applicant considers that the commercial agreement will provide adequate protection to the statutory undertaker of its apparatus, and will enable land and rights to be acquired for the Proposed Development without serious detriment to the carrying on of the undertaking concerned.
<b>Vodafone Limited</b>  <i>Telecommunications</i>	7/7, 7/8, 7/9, 7/10, 7/11	Permanent acquisition of land, etc; permanent acquisition of new rights; temporary possession and use  1 – Ground Mounted Solar PV Generating Station 2A – Rosefield Substation Compound	No, s.127 is not engaged because it does not apply to telecommunications operators per s.127(8).  Yes, s.138 is engaged because the plots are necessary for the purposes of carrying out Work Numbers 1, 2A, 2B, 5, 6, 7, 8B, 9 and 10A.  The Applicant considers that the commercial agreement reached between the parties provides	No	Yes	The parties agreed a commercial agreement in December 2025.  The Applicant considers that the commercial agreement provides adequate protection to Vodafone Ltd of its apparatus and enables land and rights to be acquired for the Proposed Development without serious detriment to the operations concerned.

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		2B – Abnormal Indivisible Load Corridor 5 – Main Collector Compound 6 – Grid Connection Cabling Corridor 7 – Interconnecting Cabling Corridor(s) 8B – Secondary Temporary Construction and Decommissioning Compound 9 – Highway Works 10A – Green and Blue Infrastructure	Vodafone Ltd adequate protection and enables the Secretary of State to be satisfied that any extinguishment of right or removal of apparatus is necessary for the Proposed Development and is done so with adequate protections in place for Vodafone Ltd.			



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