

Great North Road Solar and Biodiversity Park – Issue Specific Hearing 2 (ISH2) – Draft DCO

Tuesday 3rd February 2026

Summary of Verbal Representations from Newark and Sherwood District Council (NSDC)

The following comprises a summary of the verbal representations of NSDC at ISH2 on the 3rd February 2026. It is supplemented by additional comments as appropriate, where NSDC had further points to raise, but insufficient time was available within the hearings. It also includes any action points associated with NSDC.

Item 2.2 – Principal Powers

1. NSDC confirmed its position in respect of Article 9 of the Draft DCO (Defence to Proceedings in respect of statutory nuisance). NSDC noted that excluding the liability for statutory nuisance (noise) was not its ‘preferred’ position, but if this was to occur, then great importance would be placed on the final version of the CEMP and that would need to be very robust, in order to ensure that construction noise was suitably managed and mitigated in respect of sensitive residential receptors.
2. When asked directly by the ExA as to whether we would prefer Article 9 to be removed from the Draft DCO, NSDC confirmed in the affirmative, particularly also taking into account the wording of the relevant Requirement relating to the CEMP, which includes the term ‘substantially in accordance with.’

Item 2.4 – Part 6, Miscellaneous and General

3. In respect of Article 51, NSDC noted the ExA’s comments that this article was not contained in the recent Helios DCO most recently made by the SoS and justification was being sought for this article to remain in the Draft DCO.
4. NSDC confirmed its understanding that Article 51 would not prevent any planning permission being implemented if work had already commenced, but that the article would disapply any planning conditions pertaining to land within the Order Limits which might be incompatible with the authorised development. However, the Order does not restrict the undertaker from applying for (or the Council from granting) planning permission for development within the Order Limits.

5. NSDC queried how this would work on a practical level and what responsibility if any would fall on NSDC to consult the Applicant on such applications and how issues of incompatibility would be practically dealt with.

Item 3.1 –Requirements

6. On the issue of ‘substantially in accordance with’ a term that is present in some of the draft Requirements within the Draft DCO, NSDC confirmed its view that the term is imprecise, heightens the potential for disagreement at the later stage and offers the greater flexibility for the Applicant only.
7. In respect of the process associated with the discharge of requirements (Schedule 14 of the Draft DCO) NSDC referred to previous comments made at the Relevant Representation stage. In particular, NSDC confirmed that they remain concerned that the timescale for discharge of requirements at 10 weeks was insufficient and noted the resourcing constraints experienced by the authority that would be compounded by 3 different NSIP projects within the district.
8. NSDC further commented that whilst it noted that schedule 14 allowed for a different timetable to be agreed, that would require the agreement of both parties and that the presumption of the fixed timescale as set out in Schedule 14 would take precedent and that no decision from NSDC within that timescale would result in ‘deemed permission.’
9. NSDC note that the Great North Road Project is significant in size and scale and the information submitted for many of the requirements would also be significant.
10. Whilst noting the issue of ‘precedent’ drafting. NSDC also reaffirmed its view that the fees associated with the discharge of requirements was considered to be insufficient and did not reflect a realistic output of officer time. NSDC referred to a possible example of dealing with the discharge of detailed design (Requirement 6) and that even dealing with one phase of the development (noting that the number of phases is yet undetermined and there is a separate requirement that deals with this) would be likely to involve more significant time inputs than the fees allow for. NSDC concluded that the public purse should not be supplementing officer time spent on the discharge of requirements.
11. During the hearing, NSDC referred to a worked example, which is presented below is considered to represent a conservative assessment of time spent.

Worked example

Detailed design approval (Requirement 6). This is linked to phases of the development, but the number of phases is unknown.

Standard published planning officer rate of £98.00 p/hr¹

Time Estimate

- Site visit – 1 day (depending on phases).
- Review of plans and associated information – 2 days
- Consultee review and advice – heritage, ecology, EHO etc. – 2 days.
- Queries and clarification, plus meetings – 1 day
- Report write up and review – 1 day.

7 business working days = 98*7.5*7 = £5,145.00.

Item 5 – Any Other Matters

12. NSDC made reference to Articles 39 (Felling or Lopping of Trees and removal of Hedgerows) and Article 40 (Trees subject to Tree Preservation Orders) of the Draft DCO and paraphrased as follows:

39.— (1) The undertaker may fell or lop any tree or shrub near any part of the authorised development or cut back its roots if it reasonably believes it to be necessary to do so to prevent the tree or shrub from.....

40.— (1) The undertaker may fell or lop any tree that is subject to a tree preservation order within or overhanging land within the Order limits or cut back its roots, if it reasonably believes it to be necessary to do so.....

13. NSDC confirmed that it had advocated from the early stage that broad ranging powers within the Draft DCO should not be relied upon, at the expense of the proper understanding of the impacts of the proposed development.
14. NSDC expressed concerned regarding Article 39 and queried how ‘near’ is defined and how is ‘reasonably necessary to do so’ defined. NSDC confirmed its view that these terms are imprecise and vague.

¹ [Fees-and-Charges.pdf](#)

15. NSDC then referred to the example of TPO Trees in particular and noted that the Applicant's Arboricultural Assessment (AIA) (Documents Reference EN010162/APP/6.4.8.12)) states at Paragraph as follows:

'TPO Trees – The proposed development will not result in the loss or pruning of TPO Trees, as all works are either outside of the 15m buffer zone, or do not encroach into their RPA.'

16. In light of the above, NSDC queried why the powers sought in Article 40 were considered to be necessary. Notwithstanding this view, NSDC referred to the fact that it had seen other examples of DCOs whereby a notification period was afforded to the LPA in such circumstances and suggested that this may be appropriate in this case, to allow for scrutiny of proposed works to a removal of a TPO tree before works are undertaken. NSDC confirmed that it would provide examples of other DCOs where such wording has been utilised and this is provided below.

17. In this regard, NSDC would refer to Article 81(3) of the Sizewell C made Order 2022² which states:

' (3) The approval of East Suffolk Council (not to be unreasonably withheld or delayed) must be obtained before the undertaker may exercise the power in paragraph (1) in respect of any tree outside the Order limits.'

² [SI/SR Template](#)