

**Application by Photovolt Development Partners (PVDP) on behalf of SolarFive Ltd for an Order granting Development Consent for a Solar Farm known as Botley West Solar Farm**

**Written representations submitted on behalf of Network Rail Infrastructure Limited**

**Planning Inspectorate Reference Number: EN010147**

1. Network Rail and Applicant are in the process of negotiating the protective provisions and framework agreement.
2. The heads of terms for the property agreement (option for an easement to run the cables) are currently being negotiated with the Applicant. Network Rail hopes to have all the necessary agreements in place prior to the end of the Examination.
3. Network Rail has also undertaken a two-stage clearance process by which Network Rail's technical and asset protection engineers reviewed the proposal. Business clearance and technical clearance has been granted for this scheme, subject to conditions.

#### s127 and s138 Planning Act 2008

4. In relation to the acquisition of rights only, section 127 (5) and (6) of the Planning Act 2008 apply. As you are aware compulsory acquisition of rights over statutory undertaker's land can only be acquired if the Secretary of State is satisfied there will not be any serious detriment to the undertaker's carrying on of its undertaking. As such Network Rail requires robust Protective Provisions and protections in additional agreements (i.e. option for an easement).
5. Similarly, under section 138 of the Planning Act, compulsory acquisition powers over Network Rail's rights or apparatus can only be granted where the Secretary of State is satisfied that the removal or relocation will not impair Network Rail from carrying out its statutory functions. The current protective provisions do not provide for sufficient safeguards to be put in place before such rights are extinguished.
6. Given the national significance of the railway network, Network Rail require their standard provisions to ensure compliance with its licence conditions. Without the relevant provisions, Network Rail does not consider that the draft DCO as currently drafted satisfies the requirements of sections 127 and 138 of the Planning Act 2008, and consequently, compulsorily powers should not be exercised without further safeguards being incorporated.

#### **Conclusions**

7. Network Rail does not object to the project in principle. However, Network Rail is under a statutory duty to protect the operational railway and associated railway infrastructure. Network Rail wishes to continue to seek an agreement on the protections and agreements in a form that is well precedented and acceptable to Network Rail before the close of the examination.
8. In the event, that insufficient progress is made regarding the protective provisions and private agreements, Network Rail would like to reserve its position to request to be heard in an appropriate hearing to explain the impact of the proposals on its railway undertaking.

**4 June 2025**