RWE

Tween Bridge Solar Farm

9.11 Statement of Common Ground with Network Rail Infrastructure Ltd

Deadline 6 September 2026

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Revision 3

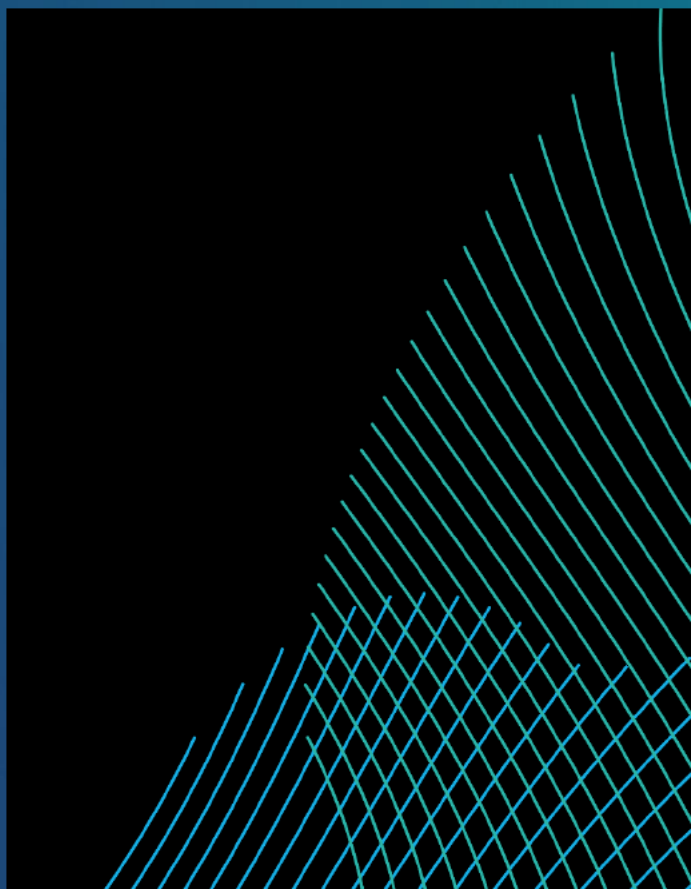


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1 Introduction

1.1. Purpose of this document

1.1.1. This Statement of Common Ground (hereafter referred to as the 'SoCG') has been prepared to support the Examination of the Development Consent Order (DCO) application (the 'DCO Application') for Tween Bridge Solar Farm (the 'Scheme').

1.1.2. The DCO Application is for a Nationally Significant Infrastructure Project (NSIP) for the construction, operation (including maintenance) and decommissioning of a solar photovoltaic (PV) array electricity generating facility, Battery Energy Storage System (BESS) and associated infrastructure which would allow for the generation and export of electricity.

1.1.3. The SoCG is a 'live' document that has been prepared by the Applicant and Network Rail Infrastructure Ltd.

1.1.4. The SoCG has been prepared in accordance with the Guidance for examination of DCO applications which was published in 2024 by the Department for Levelling Up, Housing and Communities[1].

1.1.5. This Guidance comments that:

"A statement of common ground is a written statement prepared jointly by the applicant and another party or parties, setting out any matters on which they agree, or indeed disagree. A SoCG helps to ensure that the evidence at examination focuses on the material differences between the main parties and therefore makes best use of the lines of questioning pursued by the Examining Authority'.

1.1.6. The aim of this SoCG is to therefore provide a clear position of the progress and agreement made or not yet made between the Applicant and Network Rail Infrastructure Ltd on matters relating to the Scheme. Where matters are yet to be agreed, the parties will continue to proactively work to reach agreement.

1.1.7. The SoCG will be updated as more information becomes available and as a result of ongoing discussions between the Applicant and Network Rail Infrastructure Ltd.

1 Planning Act 2008: Examination stage for Nationally Significant Infrastructure Projects (April 2024)

1.2. Parties to this Statement of Common Ground

1.2.1. This SoCG has been prepared by (1) the Applicant and (2) Network Rail Infrastructure Ltd.

1.2.2. Network Rail has existing infrastructure and land interests which is located within the Order Limits where interactions may occur. Collectively, the Applicant and Network Rail Infrastructure Ltd are referred to as 'the parties'.

1.3. Terminology

1.3.1. Section 3 of this document sets out the relevant matters raised though discussion between the parties. It provides a summary of the position of each party and identifies the status of discussions on each matter:

- "Agreed" indicates where the issue has been resolved between the parties and is not anticipated to be subject to further discussions;
- "Under discussion" indicates where a matter remains in active dialogue between the parties and a final position has not been reached;
- "Not Agreed" indicates where the parties have established a final position that they cannot resolve the matter and will remain a point of difference.

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2 Record of Engagement

2.1. Summary of consultation and engagement

2.1.1. The parties have been engaged in consultation and engagement throughout the development of the Scheme. Table 2-1 shows a summary of the meetings and correspondence that has taken place between the Applicant and Network Rail Infrastructure Ltd in relation to the Scheme. This is limited to engagement which is materially relevant to the contents of this SoCG and does not seek to include every correspondence between the parties (e.g. that which was primarily administrative).

2.1.2. Table 2-1: Record of Engagement

Table 2-1 – Record of Engagement since 2022		
Date	**Method**	**Purpose / Description**
29.11.2022	Written	Proposed plans for a cable easement crossing over Network Rail Infrastructure Limited land sent to Network Rail Infrastructure Limited
01.05.2023-07.06.2023	Written	Correspondence with the Network Rail Infrastructure Limited on the proposed plans
20.06.2023	Written	Schedule of Minimum Information provided by Network Rail Infrastructure Limited issued to RWE for completion
22.03.2024	Written	Schedule of Minimum Information provided by Network Rail Infrastructure Limited agreed and completed by RWE
	Written	Completed Schedule of Minimum Information sent back to Network Rail Infrastructure Limited
03.04.2024-12.06.2024	Written	Correspondence with the Network Rail Infrastructure Limited on the proposed Heads of Terms and plans

25.11.2024-06.03.2025	Written	Correspondence with the Network Rail Infrastructure Limited on the proposed Heads of Terms
26.03.2025	Written	Business Clearance certificate issued
06.03.2025	Written	Heads of Terms agreed by Network Rail Infrastructure Limited and sent to RWE Legal team
16.04.2025	Written	Technical Clearance certificate issued
15.07.2025-23.09-2025	Written	Correspondence with the Network Rail Infrastructure Limited on the proposed Heads of Terms and Option Agreement
19.03.2026 - 16.09.2026	Written	Correspondence with Network Rail's lawyers with regards to protective provisions

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3 Current Position

3.1.1. The table below provides a summary of the current position of the Applicant and Network Rail in relation to specific matters that have been under discussion to date.

3.1.2. Where a matter is not represented in the table, it should be assumed that it is either: (i) agreed between the parties and has not been the subject of detailed discussion; or (ii) not relevant to the discussion between the parties.

3.1.3. As noted above, this is a 'live' document and there are some aspects that are still under discussion between the parties. The intention is to provide a final position in subsequent versions of the SoCG, addressing and identifying where changes have been made and where agreement had been reached between the parties.

Table 3-1 Current Position:

Ref	Topic	Network Rail Infrastructure Limited Position	Applicant Position	Status
1	Compulsory acquisition powers in relation to Network Rail Infrastructure Ltd land and rights	Network Rail objects to the Applicant's proposals to compulsorily acquire new rights over Network Rail's operational railway land and assets as well as land in close proximity to railway assets. Network Rail objects to the making of the Order in principle on the ground that the compulsory acquisition powers sought are likely to interfere with the safe and efficient operation of the Railway and cause a serious	The Applicant is in ongoing discussions with Network Rail regarding protective provisions and positive progress has been made in this regard. The Applicant will continue to engage with Network Rail to seek to agree to the protective provisions for the benefit of Network Rail prior to the close of examination.	Under discussion

		detriment to the carrying on of Network Rail's statutory undertaking. In order for Network Rail to be in a position to withdraw its objection Network Rail will require adequate protective provisions to be included within the Order, as well as ensuring that technical clearances are obtained, and any other regulatory approvals Discussions in respect of property agreements to acquire the rights by agreement are ongoing between the Parties. To adequately safeguard and protect its assets, Network Rail have requires the form of protective provisions to be included in the order, to be in the form set out at Appendix 1 to its Relevant Representation **[RR-024].** Network Rail also requires that a side agreement is entered into with the Applicant to ensure that the new rights sought are exercised in a regulated manner to prevent adverse impacts to the Railway.		
2	Protective Provisions	Network Rail acknowledges that while the Applicant has included protective provisions in the draft DCO, these are not in a form which are acceptable to Network Rail.	The Applicant is in ongoing discussions with Network Rail regarding protective provisions and will continue to engage with Network Rail to seek to agree to the protective provisions for the benefit	Under Discussion

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		Discussions regarding the protective provisions are ongoing between the Parties. However in order for Network Rail to be in a position to withdraw its objection Network Rail will require adequate protective provisions to be included within the Order, which the Applicant's current proposed form of protective provisions included in the Draft Order (Rev 8) does not reflect. Network Rail's position on the previous iteration of the protective provisions (noting that many of the issues raised have still not been resolved in Rev 8) is contained within its Written Representations dated 7 May 2026. Network Rail's lawyers have provided a copy of the protective provisions required, which as a minimum must be in the form set out at Appendix 1 to its Relevant Representation **[RR-024]** to adequately protect Network Rail's interests.	of Network Rail prior to the close of examination. At Deadline 5, the Applicant included in Schedule 14, Part 8 of the **Draft DCO [REP5-002]** an updated set of protective provisions for the protection of railway interests. These incorporate any changes to drafting which have been agreed between the Applicant and Network Rail. Whilst further discussions are ongoing with regards to other aspects of the protective provisions, the Applicant's firm view is that these protective provisions provide a robust and high degree of protection for Network Rail's interests, such that there would no detriment to its undertaking or interference with the safe and efficient operation of the railway.	
	Technical Approvals & Clearances	Before any 'specified works' (as defined in Network Rail's proposed protective provisions) can be commenced by RWE pursuant to the Order (if granted), it must seek approval in principle from Network Rail in respect of its works specifications, plans,	The Applicant considers that these matters are already adequately addressed by the protective provisions for the protection of railway interests contained in Schedule 14, Part 8 of the **draft DCO [Document Reference 3.1 Revision 9].**	Under Discussion

		method statements, programme of works etc. as well as securing the necessary business and technical clearances, any regulatory consents required and ensuring the required agreements (such as a Basic Asset Protection Agreement and/or Asset Protection as applicable) have been entered into with Network Rail.	In particular, the protective provisions require the Applicant to obtain Network Rail's approval of the plans for any specified works before those works may be carried out. The definition of "plans" is sufficiently broad to encompass the specifications, plans, method statements, programmes of work and other information referred to by Network Rail. The protective provisions further provide that specified works must be carried out in accordance with the approved plans. The Applicant has also accepted an obligation to enter into a Basic Asset Protection Agreement and / or Asset Protection Agreement before commencing any specified works and has incorporated drafting to that effect within the protective provisions. Whilst the Applicant has proposed amendments to Network Rail's preferred drafting, those amendments are intended solely to ensure that any such agreement is proportionate to the nature of the specified works and does not impose obligations that are inconsistent with the protections already secured through the protective provisions. Accordingly, the Applicant considers that the concerns identified by Network Rail are addressed by the protective provisions included in the **draft DCO [Document**	

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			Reference 3.1 Revision 9]. The Applicant would be grateful if Network Rail could confirm whether the protective provisions currently included in the draft DCO satisfactorily addresses its concerns and, if not, provide a clear explanation of what further protections it considers are required and why those protections are not already secured by the existing drafting.	
	Glint and Glare Impacts	Following a review of the glint and glare assessment submitted with the application by Network Rail's signal sighting engineers, Network Rail has concerns that the development may pose risks to the railway from glint and glare. The report uses vegetation as a form of mitigation to screen the effects of glint and glare from the driver of a train on this portion of the line. Vegetation is not an appropriate form of mitigation as it is seasonal not providing all year screening from the solar farm and can be trimmed or removed at will without the effect of its removal being fully understood. As such further, more permanent shielding methods will be required. Further, due to the size of the development and the length of the operational railway that	The Applicant has undertaken a glint and glare assessment **[APP-122 and REP1-025]** that considers the potential impacts on railway operations and infrastructure, including train drivers and railway signals. Where solar reflections are geometrically possible from inside a train driver's primary horizontal field of view, there are mitigating factors such as a significant separation distance to the closest reflecting panels and effects occurring within a few hours of sunrise/sunset when the Sun is low in the sky. With consideration of existing and proposed vegetation screening, no significant impacts are predicted on train drivers or railway signals. Accordingly, further mitigation is not recommended as detailed in the glint and glare assessment. The Applicant's position is that vegetation is a reliable form of mitigating glint and glare	Under Discussion

		is likely to be affected, Network Rail will also require a full signal sighting report completed by a competent signal sighting engineer. The report should assess the impact the solar farm will have on the sighting of signals and signage both in in its final form and the temporary work during its construction. Further in this report it will also have to account for how the solar farm will affect the driver of a train traveling along this line, any glint or glare causing a distraction. Any issues identified will have to have appropriate mitigation applied, this mitigation will have to a be permanent solution that cannot be removed or altered (i.e. not vegetation).	impacts towards ground-level receptors such as train drivers and railway signals. Although some vegetation screening can be seasonal, the majority of the predicted glint and glare occurs during the summer months when the vegetation would be fully in leaf. There are some reflections possible in late Spring and early Autumn, where vegetation may not be fully in leaf, but is expected to be sufficient to filter reflections if not fully screen views of reflecting panels. The vegetation screening proposed as part of the Scheme is secured as part of the DCO, and its trimming or removal will therefore be restricted to avoid significant glint and glare impacts. It is therefore considered to be a permanent shielding method through the lifetime of the solar development. Notwithstanding the firm conclusions of the glint and glare assessment, which has been prepared by experienced consultants specialised in such assessments, the Applicant notes that any "specified works" in proximity to railway property would be subject to extensive and robust controls pursuant to the protective provisions for railway interests in Schedule 14, Part 8 of the Draft DCO [Document Reference 3.1 Revision 9], as well as Network Rail's asset protection agreement, which the Applicant	

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			would be obliged to enter into before commencing any specified works (see paragraph 101(6) of Schedule 14, Part 8 of the Draft DCO). The protective provisions ensure that the Applicant must not do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway network (see paragraph 101(4) of Schedule 14, Part 8 of the Draft DCO). In addition, the carrying out of all specified works would be subject to the prior approval of Network Rail's engineer, who may when signifying approval specify any temporary or permanent protective works to be undertaken by the Applicant to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways (see paragraph 102 of Schedule 14, Part 8 of the Draft DCO). The approval process for specified works under the protective provisions would also enable Network Rail's engineer to identify and require the production of any further information necessary to inform a decision to approve the works. This could include a sight signalling report. Together, these provisions ensure that any legitimate concerns which Network Rail may have with respect to impacts on train drivers	

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			and railway signals would be addressed in accordance with a structured and heavily precedented process at the post-consent stage. This is the intended function of protective provisions for statutory undertakers like Network Rail. No additional commitments beyond those already secured by the Draft DCO are therefore considered necessary.	

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4 Signatures

This Statement of Common Ground is agreed upon:

On behalf of Network Rail:

Name:

Signature:

Date:

On behalf of the Applicant:

Name:

Signature:

Date: