RWE

Tween Bridge Solar Farm

7.12 Statutory Undertakers Position Statement

Planning Act 2008
Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

APFP Regulation 5(2)(q)

Document Reference: 7.12

October 2026

Revision 6

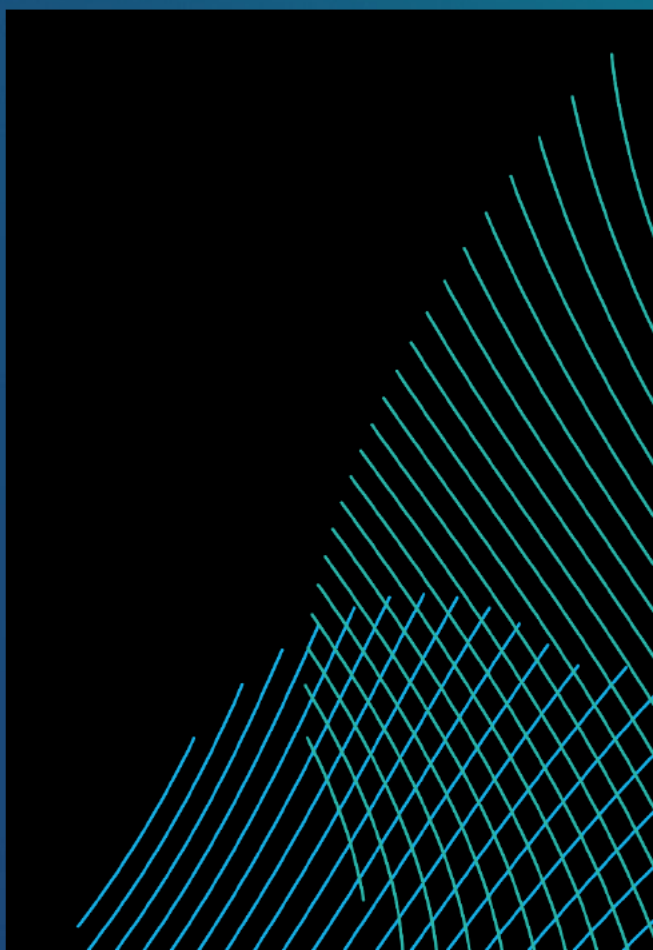


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1 Introduction

1.1. Purpose of this document

1.1.1. This purpose of this document is to set out the position regarding engagement between RWE Renewables UK Solar and Storage Ltd (the Applicant) and statutory undertakers (which includes, for ease of reference in this document, code operators as defined by the Communications Act 2003) that have assets or interests that would potentially be affected by Tween Bridge Solar Farm (the Scheme), as identified by the Book of Reference **[Document Reference 4.3 Revision 6]**. This document has been updated throughout the Examination of the Development Consent Order (DCO) application, particularly to track the parties' negotiation of protective provisions and related agreements, as relevant.

1.1.2. In respect of each relevant statutory undertaker, Table 2-1 of this document summarises the status of negotiations between the parties. At Deadline 4, euNetworks Fiber UK Limited were removed from Table 2-1 because they do not have an interest in the Order Land identified in the Book of Reference and have previously confirmed that the Scheme would not affect their assets. On the other hand, Hutchinson 3G UK Limited and On Tower UK Limited were added to Table 2-1 at Deadline 4, alongside an update on the latest position, because these parties do have interests in the Order Land identified in the Book of Reference.

1.1.3. The Applicant's engagement with statutory undertakers follows the Applicant's pre-application statutory consultation as set out in the **Consultation Report [APP-022].** This included notifying all relevant statutory undertakers and persons with an interest in the land under Section 42(a) and Section 42(d) of the Planning Act 2008 respectively. The Applicant sought to engage with statutory undertakers in response to feedback received to that consultation. Additionally, throughout the development of the Scheme prior to DCO application, the Applicant sought to engage with statutory undertakers identified through diligent inquiry as land interests. The activities undertaken as part of diligent inquiry are reported in the **Statement of Reasons [Document Reference 8.6 Revision 5].**

1.1.4. The approach taken by the Applicant to existing statutory undertaker apparatus is to avoid any conflict between the Scheme and that existing apparatus. The effect of this approach is that there is not presently expected to be any requirement to divert existing statutory undertaker apparatus as part of the Scheme. However, it is necessary for powers to be included within the **draft DCO [Document Reference 3.1 Revision 10]** to enable the Applicant to carry out diversions to such apparatus, should this prove to be necessary in order to construct the Scheme

following further analysis at the detailed design stage when a contractor has been appointed.

2 Summary of current position with statutory undertakers

2.1.1. Table 2-1 provides a summary of the position between the Applicant and each relevant statutory undertaker in relation to each individual asset affected.

2.1.2. The table includes traffic light model to indicate the progress of engagement between each statutory undertaker and the Applicant:

- **Green** – There are no outstanding issues in dispute between the parties.
- **Amber** – There are outstanding issues between the parties and engagement is ongoing.
- **Red** – There are outstanding issues between the parties and engagement is not ongoing at the current time.

2.1.3. The Applicant notes that, through continued engagement, substantial progress has been made in agreeing the drafting of protective provisions with statutory undertakers. Only a limited number of specific provisions remain outstanding between the Applicant and the individual statutory undertakers. These discrete points of disagreement are, where relevant, identified in Section 4 of the **Applicant's Preferred Protective Provisions Justification [Document Reference 8.23, Revision 4]**, which sets out in detail the basis for the Applicant's position in respect of each matter.

Table 2-1: Statutory undertaker position schedule

Statutory undertaker (SU)	Latest position	Status

British Telecommunications PLC (Openreach)	The Protective Provisions were issued to BT on 3 June 2025 and the Applicant has not received a response. The Applicant considers that the protective provisions included at Schedule 14, Part 2 of the **draft DCO [Document Reference 3.1 Revision 10]** for the benefit of operators of electronic communications code networks provides adequate protection to BT. In addition, no representation has been made by BT in respect of the Application to date, nor is there anything to indicate that BT has any concerns with the protective provisions included at Schedule 14, Part 2 of the draft DCO. Accordingly, the Applicant has fairly assumed that there are no outstanding matters between the parties and has updated the 'status' column to reflect this at Deadline 8.	
Hutchinson 3G UK Limited	The Applicant considers that the protective provisions included at Schedule 14, Part 2 of the **draft DCO [Document Reference 3.1 Revision 10]**, for the benefit of operators of electronic communications code networks, provide an	

	appropriate and highly precedented level of protection to Hutchinson 3G UK Limited. Nevertheless, the Applicant contacted Hutchison 3G UK Limited to seek confirmation that it is content with the proposed protective provisions and that it has no other matters to raise. No response has been received. In addition, no representation has been made by Hutchinson 3G UK Limited in respect of the Application, nor is there anything to suggest that it has any concerns with the protective provisions included at Schedule 14, Part 2 of the draft DCO. Accordingly, the Applicant has fairly assumed that there are no outstanding matters between the parties and has updated the 'status' column to reflect this at Deadline 8.	
On Tower UK Limited	The Applicant considers that the protective provisions included at Schedule 14, Part 2 of the **draft DCO [Document Reference 3.1 Revision 10]**, for the benefit of operators of electronic communications code networks, provide an appropriate and highly precedented level of protection to On Tower UK Limited.	

	Nevertheless, the Applicant contacted On Tower UK Limited to seek confirmation that it is content with the proposed protective provisions and that it has no other matters to raise. No response has been received. In addition, no representation has been made by On Tower UK Limited in respect of the Application, nor is there anything to suggest it has concerns with the protective provisions included at Schedule 14, Part 2 of the draft DCO. Accordingly, the Applicant has fairly assumed that there are no outstanding matters between the parties and has updated the 'status' column to reflect this at Deadline 8.	
Cadent Gas Limited	The Applicant has been in correspondence with Cadent for a substantial period of time dating back to the pre-application stage. The Applicant and Cadent have exchanged several sets of comments on protective provisions for Cadent's benefit and the Applicant is pleased to note that substantial progress has been made. There is one point on which it has not been possible to reach agreement, namely Cadent's insistence on a compulsory acquisition veto provision, and this is detailed within the **Justification for the**	

	Applicant's preferred protective provisions [Document Reference 8.23 Revision 4]. Given the nature of the matter outstanding, further discussions are not currently taking place and, as a result, a full agreement is not expected with Cadent prior to the close of the examination. However, in all other respect, the protective provisions for Cadent are agreed. At Deadline 8, the Applicant included the protective provisions for the benefit of Cadent at Part 9 of Schedule 14 of the **Draft DCO [Document Reference 3.1 Revision 10]** to reflect the version agreed in principle (with the exception of the aforementioned veto mechanism) between the parties. The Applicant remains open to further dialogue with Cadent where this is likely to result in a full agreement being reached.	
Exolum Pipeline System Ltd	The Applicant has been engaging with Exolum Pipeline System Ltd regarding the protective provisions throughout the examination. At Deadline 8, the Applicant updated the protective provisions for the benefit of Exolum in Part 6 of Schedule 14 of the **Draft DCO [Document Reference 3.1 Revision 10]** to	

	reflect further points of drafting that have been agreed between the parties. At Deadline 8, the only outstanding points of drafting between the parties relate to the indemnity clause. The drafting which remains unresolved at Deadline 8 is reflected in Table 3 in the Justification for the Applicant's Preferred Protective Provisions **[Document Reference 8.23 Revision 4]** submitted at Deadline 8. Given the nature of the point on which the parties are in disagreement and the clear positions adopted by each party, further discussions are not currently taking place and, as a result, a full agreement is not expected with Exolum prior to the close of the examination. The Applicant remains open to further dialogue with Exolum where this is likely to result in a full agreement being reached.	
National Gas Transmission (NGT)	NGT confirmed [**AS-025**] that they are not impacted by the Scheme and do not require protective provisions in the Order or to participate in the Examination process.	
National Grid Electricity Transmission PLC (NGET)	The Applicant has been in correspondence with NGET for a substantial period of time dating back to the pre-application stage. The Applicant has exchanged several sets of comments on the protective provisions with	

	NGET and has reached agreement in many places. The Applicant has included the protective provisions for NGET in the **Draft DCO [Document Reference 3.1 Revision 10]** at Deadline 8. The Applicant has set out details of the small number of outstanding areas of disagreement with NGET in the **Justification for the Applicant's preferred protective provisions [Document Reference 8.23 Revision 4]**. Given the nature of the points on which the parties are in disagreement and the clear positions adopted by each party, further discussions are not currently taking place and, as a result, a full agreement is not expected with NGET prior to the close of the examination. The Applicant remains open to further dialogue with NGET where this is likely to result in a full agreement being reached	
Northern Powergrid (NPG)	The Applicant has been in correspondence with NPG for a substantial period of time dating back to the pre-application stage. The Applicant and NPG have reached agreement on many aspects of the protective provisions for NPG's benefit. The Applicant has included protective provisions for the benefit of NPG	

	within the **Draft DCO [Document Reference 3.1 Revision 10]** at Deadline 8. The small number of outstanding points between the Applicant and NPG are reflected in Table 7 of the Justification for the **Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 4**]. Given the nature of the points on which the parties are in disagreement and the clear positions adopted by each party, further discussions are not currently taking place and, as a result, a full agreement is not expected with NPG prior to the close of the examination. The Applicant remains open to further dialogue with NPG where this is likely to result in a full agreement being reached	
Severn Trent Water	The Applicant met with Severn Trent Water on 26 July 2025 and it was confirmed that no issues were identified with the Scheme or proposed Protective Provisions in Part 1 of Schedule 14 of the **draft DCO [Document Reference 3.1 Revision 8].**	
Yorkshire Water Services Limited	Protective Provisions were issued on 3 June 2025 and the Applicant has not received a response either to that or follow up contact.	

	The Applicant considers that the protective provisions included at Schedule 14, Part 1 of the **draft DCO [Document Reference 3.1 Revision 10]** for the benefit of protection for electricity, gas, water and sewerage undertakers provide adequate protection to Yorkshire Water Services Limited. Whilst Yorkshire Water Services Limited has not specifically confirmed its satisfaction with the protection offered, the absence of any contact with the Applicant or submissions during the course of the examination would suggest that Yorkshire Water are content with the proposals. Accordingly, the Applicant has fairly assumed that there are no outstanding matters between the parties and updated the 'status' column to reflect this at Deadline 8.	
Lumen Technologies	Lumen Technologies confirmed on 16 June 2025 that the Scheme would have no effect on their assets.	
Isle of Axholme and North Nottinghamshire Water Level	At Deadline 8, there is one matter in relation to the protective provisions for Drainage Authorities in Schedule 14, Part 3 of the **draft DCO [Document Reference 3.1 Revision 10]**,	

Management Board (IANWLMB)	on which the parties disagree. The Applicant's position on this outstanding point is set out in Table 9 of the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 4]** submitted at Deadline 8. Given the nature of the point on which the parties are in disagreement and the clear positions adopted by each party, further discussions are not currently taking place and, as a result, a full agreement is not expected with IANWLMB prior to the close of the examination. The Applicant remains open to further dialogue with IANWLMB where this is likely to result in a full agreement being reached.	
Doncaster East IDB (DEIDB)	At Deadline 8, there is one matter in relation to the protective provisions for Drainage Authorities in Schedule 14, Part 3 of the **draft DCO [Document Reference 3.1 Revision 10]**, on which the parties disagree. The Applicant's position on this outstanding point is set out in Table 9 of the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 4]** submitted at Deadline 8.	

	Given the nature of the point on which the parties are in disagreement and the clear positions adopted by each party, further discussions are not currently taking place and, as a result, a full agreement is not expected with DEIDB prior to the close of the examination. The Applicant remains open to further dialogue with DEIDB where this is likely to result in a full agreement being reached	
Network Rail	The Applicant has been in correspondence with NR for a substantial period of time, dating back to the pre-application stage. The Applicant notes that NR's preferred position remains that its standard protective provisions should be included in any made Order. The Applicant considers that, taking into account the limited nature and extent of the interface between the Scheme and the railway network, a number of amendments to those provisions are appropriate and justified. The Applicant's position is that any agreed amendments should be reflected in the protective provisions included in the Order itself. The Applicant has communicated this position to NR during the Examination. In the interests of making positive progress, the Applicant previously updated the	

	protective provisions for the benefit of NR at Part 8 of Schedule 14 of the **Draft DCO [Document Reference 3.1 Revision 8]** submitted at Deadline 5. Those revisions were limited only to drafting from NR's standard protective provisions that the Applicant agreed to incorporate. The Applicant and NR have subsequently been unable to reach an agreement on any revisions to NR's standard protective provisions. Accordingly, at Deadline 8, the Applicant has updated the protective provisions in Schedule 14, Part 8 (for the protection of Network Rail) of the **Draft DCO [Document Reference 3.1 Revision 10]** to incorporate the amendments to NR's standard protective provisions that it considers reasonable and appropriate. The Applicant has explained its reasoning for these amendments in detail in the justification for the **Applicant's preferred protective provisions [Document Reference 8.23 Revision 3]**, updated at Deadline 8. Given the nature of the points on which the parties are in disagreement and the clear positions adopted by each party, further discussions are not currently taking place and,	

	as a result, a full agreement is not expected with NR prior to the close of the examination. The Applicant remains open to further dialogue with NR where this is likely to result in a full agreement being reached	
Canal and River Trust	The Applicant has been in correspondence with the CRT for a substantial period of time dating back to the pre-application stage. The Applicant has engaged productively with the CRT throughout the Examination, and is pleased to note that substantial progress has been made in resolving numerous areas of disagreement. In relation to the protective provisions, the Applicant has exchanged several sets of comments on the protective provisions with the CRT and the Applicant and the CRT had a productive meeting on 8 July 2026 to discuss the protective provisions. The Applicant subsequently updated the protective provisions for CRT in Part 4 of Schedule 14 in the **Draft DCO [Document Reference 3.1 Revision 10]** submitted at Deadline 5. Those protective provisions are much more closely aligned with the CRT's preferred protective provisions and incorporate a number of amendments agreed	

	between the Applicant and the CRT. However, those protective provisions included a small number of matters which were unresolved. While the Applicant and the CRT continued to engage constructively on these matters, it has not subsequently been possible to reach agreement. The Applicant's has explained its positions on these outstanding matters in detail in the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**, updated at Deadline 8. Given the nature of the points on which the parties are in disagreement and the clear positions adopted by each party, further discussions are not currently taking place and, as a result, a full agreement is not expected with the CRT prior to the close of the examination. The Applicant remains open to further dialogue with the CRT where this is likely to result in a full agreement being reached	
Environment Agency	The Applicant has been in ongoing discussions with the Environment Agency regarding the protective provisions and has agreed a set of the protective provisions for the benefit of the Environment Agency which are included at	

	Schedule 14, Part 5 of the **draft DCO [Document Reference 3.1 Revision 10].**	
National Highways	The Applicant has been in correspondence with NH for a substantial period of time, dating back to the pre-application stage. The Applicant has engaged productively with NH throughout the Examination, and is pleased to note that substantial progress has been made in resolving numerous areas of disagreement. In relation to the protective provisions, the Applicant has exchanged several sets of comments on the protective provisions with NH and the parties held a productive meeting on 11 June 2026 to discuss the outstanding points. Discussions continued positively since that meeting, and further progress was made towards resolving the remaining issues. The Applicant has updated the protective provisions for NH in Part 7 of Schedule 14 in the **Draft DCO [Document Reference 3.1 Revision 10]** submitted at Deadline 8.	

	Those protective provisions incorporate a number of amendments agreed between the Applicant and NH. However, those protective provisions also include a number of matters on which it has not been possible to reach agreement. The Applicant has explained its positions on these outstanding matters in detail in the **Justification for the Applicant's Preferred Protective Provisions [Document Reference 8.23 Revision 3]**, updated at Deadline 8. Given the nature of the points on which the parties are in disagreement and the clear positions adopted by each party, further discussions are not currently taking place and, as a result, a full agreement is not expected with NH prior to the close of the examination. The Applicant remains open to further dialogue with NH where this is likely to result in a full agreement being reached.	
City of Doncaster Council and North Lincolnshire Council as Highway Authority	The Applicant can confirm that agreement has been reached with City of Doncaster Council with regards to the protective provisions for local highways authorities in Schedule 14, Part	

	10 of the **draft DCO [Document Reference 3.1 Revision 10].** The Applicant can also confirm that the Applicant is considering the final wording within the protective provisions with regards to North Lincolnshire Council and the final position will follow at Deadline 9. NLC has made a late request for the draft DCO to expressly reference and apply the NLC permit scheme. The draft DCO currently references only the CDC permit scheme, and the Applicant had not previously understood that this gave rise to any concern. The Applicant is reviewing the request and will provide an update at Deadline 9 confirming its position	