RWE

Tween Bridge Solar Farm

9.5 Statement of Common Ground National Grid Electricity Transmission (NGET)

Deadline 86 - ~~September~~ October 2026

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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~~ has been a 'live' document throughout the course of the Examination that has been prepared by the Applicant and National Grid Electricity Transmission (NGET).

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 NGET 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 NGET.~~

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) NGET.

1.2.2. NGET has existing and proposed infrastructure and land interests which will be located within and in close proximity to the Order Limits for the Scheme, where interactions may occur. Specifically:

- The Applicant is seeking the permanent freehold acquisition of land, and the acquisition of temporary and permanent rights over a number of plots containing NGET rights and assets for NGET's existing ZDA 400 kilovolt (kV) overhead line routes; and
- The Scheme will be in close proximity to NGET's North Humber to High Marnham overhead line project (NHHM Project), which may overlap in construction timescales and therefore there is potential for cumulative impacts.

1.2.3. Collectively, the Applicant and NGET 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.

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 NGET 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).

Table 2-1: Record of Engagement

Table 2-1 – Record of Engagement since December 2023		
Date	**Method**	**Purpose / Description**
13 December 2023	MS Teams	Discussion regarding point of connection for Scheme
13 February 2024	MS Teams	Discussion regarding point of connection for Scheme
17 May 2024	MS Teams	Discussion regarding point of connection for Scheme
11 June 2024	MS Teams	Discussion regarding point of connection for Scheme
17 July 2024	MS Teams	Discussion regarding point of connection for Scheme
21 October 2024	MS Teams	Discussion regarding point of connection for Scheme
3 February 2025	MS Teams	Discussion regarding point of connection for Scheme
3 March 2025	MS Teams	Discussion regarding point of connection for Scheme
15 April 2025	MS Teams	Discussion regarding point of connection for Scheme
3 February 2026	Email	Request to meet with NGET regarding the point of connection for the Scheme and to discuss issues raised

		in **NGET's Relevant Representation [RR-021].** Meeting date to be agreed.
16 February 2026	MS Teams	Meeting with NGET to discuss issues raised in **NGET's Relevant Representation [RR-021]** including this Statement of Common Ground.
24 February 2026	MS Teams	Discussion regarding Statement of Common Ground
06 May 2026	MS Teams	Discussion regarding the Statement of Common Ground, ongoing grid connection feasibility work that NGET is undertaking and timescales for decisions to be made on the point of connection that the Scheme would connect to the national grid transmission network.
13 May 2026	MS Teams	Discussion regarding the Statement of Common Ground, ongoing grid connection feasibility work that NGET is undertaking and timescales for decisions to be made on the point of connection that the Scheme would connect to the national grid transmission network.
February – September 2026	Email	Correspondence between legal teams in respect of form of protective provisions

3 Current Position

3.1.1. The table below provides a summary of the current position of the Applicant and NGET 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) is 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: Matters agreed, under discussion and not agreed between the parties

Ref	Topic	NGET Position	Applicant Position	Status
1	Location of the point of connection for the Scheme	NGET's process for confirming the location of the point of connection for the Scheme is ongoing. NGET is not currently proposing to construct a new substation in this area. Within NGET's response to the **ExQ1 [REP2-106],** it was confirmed that ongoing discussions have continued between the Applicant and NGET in relation to location and form of the point of connection. In their response and during these discussions,	The Applicant awaits confirmation from NGET regarding the location of the point of connection. As the location of the point of connection has not yet been confirmed, it is not yet possible to define the route the export connection cable will take. The export connection cable does not form part of the DCO Application. This component will be subject to a further consenting process once the point of	Agreed

Ref	Topic	NGET Position	Applicant Position	Status
		NGET confirmed that it is exploring all options but is currently unable to provide any further details of the exact location of the point of connection. NGET also confirmed that, notwithstanding the ongoing process of identifying the point of connection, the Scheme benefits from the contractually binding Grid Connection Agreement with the National Energy System Operator (NESO) and is guaranteed to receive a Gate 2 offer in due course.	connection has been confirmed and the route of the connection cable has been defined. At Issue Specific Hearing 1 held 15 April 2026, the Examining Authority sought clarity regarding NGET's statement in their Relevant Representation that "NGET is not currently proposing to construct a new substation in this area.". NGET confirms that it is obligated to provide a Point of Connection (PoC) in the vicinity of the Scheme, and that this may be at an existing substation or at a new substation (on the existing overhead line or connected via a new connection), hence the reasoning for the statement made in NGET's Relevant Representation. There is no obvious reason why a grid connection would not, in due course, be available for the Scheme in line with the Applicant's grid connection agreement and the wider NESO process. The Applicant agrees that the response provided by NGET within their response to the **ExQ1 [REP2-106]** confirms the proposed consenting strategy in the context of the point of connection location not being known.	

Ref	Topic	NGET Position	Applicant Position	Status
2	Protection for retained or proposed NGET infrastructure	NGET requires appropriate protection for retained or proposed infrastructure, including compliance with relevant standards for works proposed within close proximity of its apparatus or proposed apparatus.	The Applicant has~~is~~ engaged~~ing~~ with NGET in relation to Protective Provisions to be included in the draft DCO throughout the examination process but has not been able to reach agreement on all matters. The Applicant will therefore submit its preferred form of protective provisions for consideration by the Secretary of State. ~~/~~The Applicant considers that ~~these~~ its preferred form provides appropriate protection for NGET's ~~retained and proposed infrastructure~~interests. The ~~latest~~ Applicant's final position, particularly as regards areas of disagreement in respect of the protective provisions for NGET's benefit, is captured in the **Justification for the Applicant's Proposed Protective Provisions [Document Reference 8.23 Revision ~~3~~4] ~~submitted at Deadline 6~~**.	~~Under discussion~~Not Agreed
3	Protection for NGET's rights of access to apparatus	NGET's rights of access to inspect, maintain, renew and repair its apparatus must be maintained at all times and access to inspect and maintain such apparatus must not be restricted. Further, where the Applicant intends to acquire land or rights, or interfere with any of NGET's interests in land or NGET's	The Applicant has~~is~~ engaged~~ing~~ with NGET in relation to Protective Provisions to be included in the draft DCO throughout the examination process. Specific provisions relating to rights of access and maintaining access are included in the Applicant's preferred form of protective provisions. The Applicant considers that these provide	~~Under discussion~~Not Agreed

Ref	Topic	NGET Position	Applicant Position	Status
		apparatus, NGET will require appropriate protection.	appropriate protection for NGET's right of access to its apparatus and are heavily precedented.	
4	Protective provisions	NGET requires robust Protective Provisions to be included within the draft DCO for the Scheme. These provisions must ensure that all NGET assets are adequately protected and that all works by the Applicant comply with relevant safety standards. NGET does not consider that the Applicant's proposed protective provisions are appropriate given NGET's concerns in relation to compulsory acquisition (as stated in NGET's Written Representation at Deadline 6).~~.~~	The Applicant has~~is~~ engaged~~ing~~ with NGET in relation to Protective Provisions to be included in the draft DCO throughout the examination. The Applicant and NGET ~~is continuing to liaise with NGET in this regard with a view to concluding matters as soon as possible during the Examination~~has have been unable to agree on a set of protective provisions and the Applicant is therefore including bespoke protective provisions in the draft DCO in its preferred form. The Applicant considers that appropriate provision is included in the protective provisions for the protection of NGET assets and these are heavily precedented in orders granting development consent. The Applicant's final position with regards to any outstanding areas of disagreement between itself and NGET on protective provisions is set out in the Justification for the Applicant's Preferred Protective Provisions **[Document Reference 8.23 Revision 4]**.	~~Under Discussion~~ Not Agreed

Ref	Topic	NGET Position	Applicant Position	Status
5	Interaction between the Scheme and NGET's NHHM Project	There are no currently known direct interactions between the Scheme and the NHHM Project but there are likely to be cumulative impacts within the area of the NHHM Project such as construction overlap and construction vehicle access routes. Due to the uncertainty on the cable route in light of the ongoing nature of NGET's optioneering process for the point of connection (see matter 1 in this table) and the potential future interactions with the NHHM Project, NGET requires that all its existing and future assets, land, and rights are appropriately protected to ensure the deliverability of the NHHM Project.	The Applicant agrees with NGET that there are currently no known direct interactions between the Scheme and the NHHM Project, but similarly acknowledges the potential for cumulative impacts between the two schemes. The Applicant has provided an assessment of the Scheme in combination with the NHHM Project as part of **Chapter 17 Cumulative Impacts of the Environmental Statement [Document Reference 6.2.17 Revision 4]** using publicly available information. This assessment has not identified any likely significant adverse cumulative effects. The Applicant considers that potential cumulative effects can be effectively managed through regular liaison and coordination between project teams during construction where appropriate, and through the implementation of a Construction Environmental Management Plan and other relevant construction stage management plans for each scheme, which would be subject to approval by the relevant local planning and highways authorities. The Applicant has proposed dealing with future NGET projects by way of a commitment	Agreed

Ref	Topic	NGET Position	Applicant Position	Status
			in the **Outline CEMP [REP6-032]** to enter into an interface agreement as and when interactions arise. NGET has accepted this approach and this commitment will be included in an updated Outline CEMP at Deadline 8. ~~The Applicant is engaging with NGET in relation to Protective Provisions to be included in the draft DCO. The Applicant will continue to liaise with NGET in this regard with a view to concluding matters as soon as possible during the Examination.~~	
6	Roles and responsibilities for the design, construction and operation of the 400kV export connection cable and bay	NGET wishes to make clear that NGET is not responsible for the connection cable between the Project and any NGET substation.	The Applicant acknowledges NGET's position. The Applicant submitted an updated **Grid Connection Statement [REP1-014]** at Deadline 1 (31 March 2026) to confirm that the Applicant will be responsible for the connection cable between the generating asset of the Scheme and the off-site point of connection.	Agreed

Ref	Topic	NGET Position	Applicant Position	Status
7	Applicant's connection agreement	NGET urges the Applicant to confirm, in their connection agreement with NESO, the connection point, the precise roles and responsibilities for the design, construction, and operation of the 400 kV export connection cable and bay. This is essential to avoid ambiguity and ensure that all parties' statutory and operational requirements are met.	As with all other energy generation schemes across the UK, the Applicant is awaiting the final outcomes of NESO's connections reform process, which are expected by Q1 2027 and will confirm the precise connection date of the Scheme via a new connection offer. The Applicant will consider the particulars of the new connection offer for the Scheme once it has been received, but in principle agrees with NGET that ambiguity in roles and responsibilities should be avoided. As noted in relation to matter 6 above, the Applicant submitted an updated **Grid Connection Statement [REP1-014]** at Deadline 1 (31 March 2026) to confirm that the Applicant will be responsible for the grid connection.	Agreed
8	Compulsory acquisition powers in relation to NGET land and rights	Where the Applicant seeks powers of compulsory acquisition over NGET land, or land in which NGET holds rights or apparatus, the Protective Provisions must require the Applicant to obtain NGET's prior written consent to the exercise of such powers. NGET's required drafting is set out in paragraph 7 of the protective provisions appended to NGET's Written Representation for Deadline 1. The absence	The Applicant has~~is~~ engaged~~ing~~ with NGET in relation to Protective Provisions to be included in the draft DCO throughout the examination process but has not been able to come to an agreement on all aspects of these. T~~his matter remains under consideration as part of that engagement, however, t~~he Applicant is firmly of the view that its preferred form of ~~the~~ protective provisions as drafted provide comprehensive	~~Under discussion~~Not Agreed

Ref	Topic	NGET Position	Applicant Position	Status
		of such provisions is a significant red flag for NGET as it undermines security of supply and the efficient operation of the electricity transmission network. The inclusion of provisions in NGET's required form is heavily precedented in every recent DCO that has been granted where protective provisions are provided in favour of NGET. These provisions are also included in NGET's required form in every application that is pending determination. The Secretary of State has recently determined that the inclusion of such provisions is required for the protection of NGET's land rights such as in the decisions when making The Rampion 2 Offshore Wind Farm Order 2025 and The Dogger Bank South East and West Offshore Wind Farms Order 2026. In both cases the respective applicants requested that such provisions be removed from the protective provisions however in both cases the Secretary of State agreed with NGET and determined that they must be retained. All precedent	and appropriate protections and that the inclusion of consent provisions ~~are~~ is not a necessary or proportionate approach ~~-~~here. The Applicant notes that the protective provisions already contain robust safeguards, including requirements for the approval of plans affecting NGET's apparatus. The Applicant's full submissions on this point, including the application of section 127 of the Planning Act 2008 are set out in full in section 2 of **Justification for the Applicant's preferred protective provisions [Document Reference 8.23 Revision ~~3~~4]** ~~for the Applicant's submissions on this point~~.	

Ref	Topic	NGET Position	Applicant Position	Status
		referred to by the Applicant includes wording in the form required by NGET. The Applicant has not provided any justification as to why its project requires a different approach to that set out in precedent or why its project is significant enough to justify jeopardising the national transmission of electricity which is protected through the inclusion of these provisions. The Applicant has not attempted to demonstrate that the tests pursuant to section 127 and 138 of the Planning Act 2008 are met or can be met with its position. –(as stated in NGET's Written Representation at Deadline 6).		

4 Signatures

This Statement of Common Ground is agreed upon:

On behalf of NGET:

Name:

Signature:

Date:

On behalf of the Applicant:

Name:

Signature:

Date: