RWE

Tween Bridge Solar Farm

9.12 Statement of Common Ground Canal and River Trust

Deadline 8 October 2026

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Revision 4

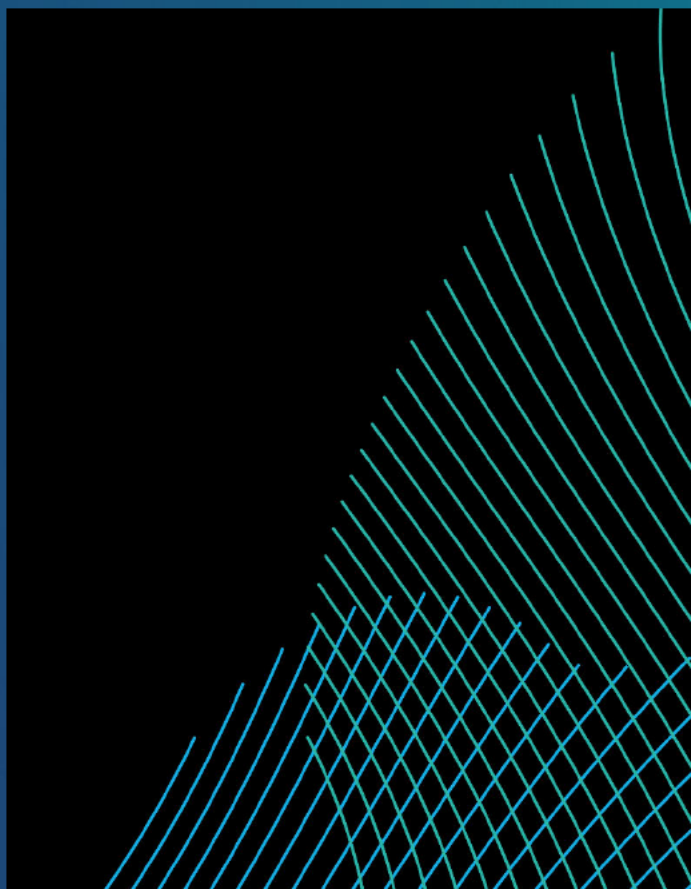


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1 Introduction

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 has been a 'live' document throughout the course of the Examination that has been prepared by the Applicant and the Canal & River Trust (CRT).

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 made between the Applicant and the CRT on matters relating to the Scheme.

1.2. Parties to this Statement of Common Ground

1.2.1. This SoCG has been prepared by (1) the Applicant and (2) the CRT.

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

1.2.2. The CRT is the landowner and navigation authority for the Stainforth & Keadby Canal ('the Canal'). The Order Limits of the Scheme extend up to and include part of the Canal in a location to the east of Medgehall Swing Bridge, where cables are proposed to cross the Canal (as part of Work Number 2) via Horizontal Directional Drilling (HDD).

1.2.3. Collectively, the Applicant and CRT 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 CRT 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 February 2025		
Date	**Method**	**Purpose / Description**
20 November 2023	Email	Response to First Stage consultation, including a request to discuss Protective Provisions.
25 February 2025	Email	Proposed Heads of Terms and plans for a cable easement crossing over CRT land
2 May 2025	Email	Response to Statutory Consultation, including a request to discuss Protective Provisions, highlighting that the Trust has a set of standard provisions that could apply to this project
27 May - 11 June 2025	Email	Correspondence with the CRT on the Heads of Terms
11 June 2025	Call	Call held with the CRT to discuss the Heads of Terms
17 June – 24 July 2025	Email	Correspondence with the CRT on the Heads of Terms
24 June 2025	Email	The Trust provided a set of standard protective provisions for the Trust as referenced in our responses to earlier stages of the consultation, to make the applicant aware of the presence of Standard Provisions.

15 July – 18 July 2025	Call and email	Discussion with CRT regarding the trust settlement and consent of the Department for Food and Rural Affairs (Defra) in relation to the acquisition of CRT rights
28 October 2025 – 30 October 2025	Email	Email to Applicant to highlight an observation that protective provisions supplied by CRT at previous stages of pre-application consultation have not been included in the application draft DCO, and to assess whether the Applicant considers that a different set of protective provisions is necessary. Applicant response highlighted that they wish to proceed with their provisions.
28 July – 21 October 2025	Email	Correspondence with the CRT on the Heads of Terms
3 November 2025 – 27 February 2026	Email	CRT confirm the appointment of agent to assist negotiation of Heads of Terms
25 March 2026	Email	Applicant provided CRT with amended form of CRT's preferred protective provisions.
18 May 2026	Email	CRT provided the Applicant with comments on amended form of CRT's preferred protective provisions
17 June 2026	Email	Applicant provided the CRT with a further mark up of CRT's preferred protective provisions
08 July 2026	Call	Applicant met with the CRT's lawyers to discuss the outstanding areas of disagreement on the draft protection provisions.
17 July – 21 July 2026	Email	Emails between the Applicant and the CRT's setting out the parties' detailed positions on the remaining key areas of disagreement on the draft protective provisions.
28 July 2026	Email	Applicant provided the CRT with a further mark-up of the CRT's preferred protective provisions.
17 August 2026	Email	CRT provided the Applicant with comments on the amended form of the CRT's preferred protective provisions.

27 August 2026	Email	Applicant emailed the CRT's lawyers with comments on the latest form of the CRT's preferred protective provisions.
02 September 2026	Email	CRT made an enquiry with regards to the wording of article 9 within the draft DCO and also sought clarity over the Applicant's understanding of items agreed in relation to the protective provisions
08 September 2026	Email	Applicant provided CRT with information with regards to amendments to the wording of article 9 within the draft DCO.
05 October 2026	Email	Applicant emailed the CRT in relation to proposed Heads of Terms.

3 Current Position

3.1.1. The table below provides a summary of the current position of the Applicant and CRT 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 SoCG has been a 'live' document throughout the course of the Examination. This version of the SoCG represents the final position, 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	CRT Position	Applicant Position	Status
1	Protective provisions	The Trust did seek to make headway on Protective Provisions prior to the examination. However, no response to requests for discussion with the Applicant were made. Significant engagement has only occurred during the examination process. This engagement has resulted in amendments to the Provisions which have addressed several comments raised by the Trust and have reduced the number of items	The Applicant has been engaging positively with the CRT regarding the protective provisions contained in Schedule 14, Part 4 (for the protection of the Canal & River Trust) and updated the **draft DCO [REP5-002]** at Deadline 5 to reflect the current status of those discussions. The protective provisions included in the draft DCO are now substantially more closely aligned with the CRT's preferred protective provisions	Not agreed

Ref	Topic	CRT Position	Applicant Position	Status
		not agreed between the Trust and the applicant The Trust's Position is as detailed in our responses to Deadline 5 and Deadline 6	and incorporate a number of amendments agreed between the Applicant and the CRT. While significant progress has been made, there are a number of matters in respect of which agreement has not been reached. The Applicant's detailed position on the protective provisions, including on the outstanding points of disagreement as they currently stand, is set out in the **Justification for the Applicant's preferred protective provisions [Document Reference 8.23 Revision 3],** which was s updated at Deadline 6. The Applicant received the CRT's comments on the protective provisions contained in the **draft DCO [REP5-002]** on 17 August 2026. The Applicant considered those comments and responded to the CRT on 27 August 2026. In that correspondence, the Applicant confirmed that it would continue to engage constructively with the CRT and remains open to compromise where possible. However, the Applicant also noted that, whilst substantial progress had been made, discussions to date suggested that the parties were unlikely to reach agreement on the remaining outstanding issues relating to the protective provisions. The Applicant therefore	

Ref	Topic	CRT Position	Applicant Position	Status
			noted that those matters may ultimately fall to be determined by the Secretary of State on the basis of the parties' respective submissions. The CRT's legal representatives responded on 3 September 2026, noting that the CRT agreed that the remaining outstanding matters should be determined by the Secretary of State on the basis of submissions.	
2	Disapplication of legislation sought through the draft DCO	This item is 'not agreed'. Our position is set out in our Deadline 4 and Deadline 6 responses.	The Applicant provided a response to the CRT's Deadline 4 submissions in the **Applicants Response to Deadline 4 Submissions [REP5-042].** The Applicant has considered the CRT's Deadline 6 submissions and provided its detailed response at Deadline 7. To respond to the concerns raised by the CRT in its Deadline 4 submissions, the Applicant amended article 9(1)(h) of the Draft DCO at Deadline 6 **[REP6-002]** to remove the words "materially adverse" in response to the CRT's submissions. Article 9(1)(h) (as amended) provides: *"9. –(1) The following provisions do not apply in relation to the construction of any work or*	Not agreed

Ref	Topic	CRT Position	Applicant Position	Status
			the carrying out of any operation required for the purposes of, or in connection with, the authorised development– *[…]* *(h) the legislation listed in Schedule 3 (legislation to be disapplied) in so far as the provisions still in force are incompatible with the powers contained within this Order and do not impact on the operation or maintenance of the Stainforth and Keadby Canal unless such an impact is authorised by the provisions of Schedule 14;"* In response to the CRT's Deadline 6 submissions, the he Applicant previously added the words "unless such an impact is authorised by the provisions of Schedule 14" at the end of article 9(1)(h), and maintains that this amendment is appropriate. The purpose of this tailpiece is to qualify the extent to which impacts arising from the Scheme on the operation or maintenance of the Stainforth and Keadby Canal would engage the historic legislation referred to in article 9. Where an impact is expressly or implicitly permitted under the protective provisions for	

Ref	Topic	CRT Position	Applicant Position	Status
			the benefit of the CRT, the historic legislation identified in Schedule 3 to the draft DCO should not operate so as to prevent the carrying out of the authorised development., Importantly, the tailpiece is appropriate whether the Applicant's or the CRT's preferred drafting of the protective provisions is adopted. The CRT's preferred protective provisions contemplate that certain impacts on the Canal may be authorised with the CRT's consent. In particular, the CRT seeks a restriction preventing the Applicant from exercising the powers under the Order in a manner that would adversely affect the use or maintenance of the Canal, without the CRT's prior consent. As a necessary consequence of this provision, such impacts may be permitted where the requisite consent has been obtained. Article 9(1)(h) should not operate separately to prohibit an impact which the protective provisions expressly allow the CRT to authorise. The tailpiece is already necessary in the event the Applicant's preferred PP are adopted. The Applicant considers that the temporary occupation of land adjacent to the waterway	

Ref	Topic	CRT Position	Applicant Position	Status
			arising which arises as a necessary consequence of the carrying out of works authorised by the Order should not be construed to mean that the Canal is incapable of being maintained by the CRT (provided also that the CRT's consent has been obtained for those works where relevant under the PP in the Applicant's preferred form). The **Justification for the Applicant's preferred protective provisions [REP6-045]** sets out why the Applicant considers this to be a necessary and sensible moderation of the provision which the CRT is seeking. Accordingly, irrespective of which party's preferred drafting of the protective provisions is adopted, article 9(1)(h) should include the proposed reference to Schedule 14. At a minimum, the CRT's own drafting recognises that an impact which would otherwise adversely affect the safe use or maintenance of the Canal may be permitted with the CRT's consent. If the Applicant's drafting is adopted, Schedule 14 would additionally recognise that specified temporary impacts on the maintenance of the Canal are permissible. The tailpiece is therefore necessary to ensure that article 9(1)(h) does not prohibit the	

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			occurrence of an impact which is otherwise permitted under the protective provisions in Schedule 14, Part 4.	
3	Outline Construction Environmental Management Plan (CEMP)	The **Outline CEMP [APP-176]** includes mitigation measures that should be implemented to ensure that the Canal is adequately protected from construction activities. Notably, these include potential impacts from HDD drilling fluids and oils, dust, machinery operation, contaminated soils mobilization, and piling works. The CRT requests that full CEMP details be reserved with any future consent to ensure that appropriate mitigation is utilised alongside the Scheme. CRT have no outstanding issue on this matter at this stage.	The Applicant agrees with the CRT that the final mitigation measures should be confirmed in the final CEMP, which in accordance with requirement 14 of the **draft DCO [Document Reference 3.1 Revision 10]** must be prepared substantially in accordance with the **Outline Construction Environmental Management Plan [Document Reference 7.1 Revision 7]** and submitted to the relevant planning authority for approval prior to construction of the Scheme commencing.	Agreed
4.	Horizontal Directional Drilling (HDD) beneath the Canal – CRT review	The protective provisions will require the Applicant to obtain the Trust's approval of detailed plans of the HDD, such approval not to be unreasonably withheld or delayed and deemed approval given after a specified period of time. The undertaker will be required to undertake the HDD in accordance with the	The Applicant considers that the protective provisions included in Schedule 13 Part 4 of the **Draft DCO [Document Reference 3.1 Revision 10]** provide for the CRT's review of relevant proposals below and within proximity to the Canal.	Agreed

Ref	Topic	CRT Position	Applicant Position	Status
		approved plans. (The differences between the preferred protective provisions of each of the Applicant and the Trust are not relevant to this issue, save for the indemnity cap.)	Specifically, clause 30 requires the undertaker to submit plans of any work that is in, across, under, or within 15 metres of, or may in any way affect, the waterway , to the CRT prior to beginning to construct the work in question. The Applicant, as set out above, updated the protective provisions for the benefit of the CRT in the draft Development Consent Order at Deadline 5. The updated protective provisions are now substantially more closely aligned with the CRT's preferred protective provisions and they retain the ability for the CRT to review any HDD proposals ahead of use.	
5.	HDD beneath the Canal – depth	The DCO Application includes crossing drawings showing HDD at 7m depth below the Canal, which the CRT considers an appropriate depth. This would be subject to confirmation on where the 7m depth would be measured from, which the CRT believes should be provided in the Outline CEMP. The CRT would wish for this detail to be appropriately secured, and would wish to be reconsulted should the parameters change.	The commitment for HDD to be at least 7m below the Canal is secured in the **Appendix A: Parameters Document [REP3-014].** As confirmed in the relevant parameter, the 7m would be measured from the bed of the Canal. The Applicant is pleased to note that this matter is now agreed.	Agreed

Ref	Topic	CRT Position	Applicant Position	Status
		CRT note that commitment for HDD to be at least 7m within REP3-014 and have no outstanding issue with this matter.		
6.	HDD beneath the Canal – sheet piles	The Applicant's Parameters Document REP3-014 confirms that any HDD beneath the canal would be at least 7m below the bed of the canal. The protective provisions will require the Applicant to obtain the Trust's approval of detailed plans of the HDD, such approval not to be unreasonably withheld or delayed and deemed approval given after a specified period of time. If sheet piles are present at the location of the HDD, the Trust will take into account the sheet piles when determining the suitability of the plans. The undertaker will be required to undertake the HDD in accordance with the approved plans. (The differences between the preferred protective provisions of each of the Applicant and the Trust are not relevant to this issue, save for the indemnity cap.)	The protective provisions included in Schedule 13 Part 4 of the **Draft DCO [Document Reference 3.1 Revision 10]** provide protections for the Canal generally, including where sheet piles are in place. Clause 30 requires the undertaker to submit plans of any work that is in, across, under, or within 15 metres of, or may in any way affect, the Canal, to the CRT prior to beginning to construct the work in question. This would include in locations where sheet piles are in place and will enable the CRT to comment on the suitability of the depth proposed. As a minimum, any HDD would be at least 7m below the bed of the Canal, in compliance with the **Appendix A: Parameters Document [REP3-014].** Clause 36 requires that such works be constructed in a manner that causes as little damage to the Canal as may be reasonably practicable and also enables the CRT, where reasonable, to inspect the construction of	Agreed

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			such works. This requirement covers the Waterway generally, including in locations where sheet piles are in place. Clause 35 sets out the requirement for surveys to be carried out prior to the commencement of and at completion of relevant works, and provide for the remediation of any detriment caused by such works to the reasonable satisfaction of the CRT. As with Clause 36 , this requirement covers the Waterway generally, including in locations where sheet piles are in place. The Applicant, as set out above, updated the protective provisions for the benefit of the CRT in the draft Development Consent Order at Deadline 5. The updated protective provisions are now substantially more closely aligned with the CRT's preferred protective provisions. These retain the protections for the CRT as detailed above.	
7.	Landscape and visual character – adequacy of	The site is located on both sides of the Canal, and has the potential to impact the visual setting of the waterway, which could impact users of the Canal. The CRT considers the	The Applicant thanks the CRT for confirming it considers the proposed mitigation to be appropriate.	Agreed

Ref	Topic	CRT Position	Applicant Position	Status
	mitigation for the Canal	proposed mitigation measure, comprising of new hedgerow planting, to be appropriate.		
8.	Landscape and visual character – securing of mitigation for the Canal	The CRT requests that the measures highlighted in **Figure 6.4 of the ES (Landscape and Visual Mitigation Strategy) [APP-148]** are secured and implemented. Additionally, were the Landscape and Visual Mitigation Strategy to be capable of variation post-consent, the CRT would seek to be consulted on any variations affecting the impacts on the Canal. The protective provisions provide that the undertaker will consult the CRT on proposed amendments to the landscape and ecological management plan approved under the requirements, so far as they would affect the Trust's network. (The differences between the preferred protective provisions of each of the Applicant and the Trust are not relevant to this issue.)	Requirements 6 and 8 of the **draft DCO [Document Reference 3.1 Revision 9]** secure the **Landscape and Visual Mitigation Strategy [REP4-042]**. Specifically, requirement 6 controls the detailed design of the Scheme and requires that various design details be submitted for the approval of the relevant planning authority prior to each phase of development commencing. Such details must accord with the Landscape and Visual Mitigation Strategy, amongst other control documents. Requirement 8 sets out the requirement for a written landscape and ecology management plan to be submitted for the approval of the relevant planning authority prior to the commencement of each phase of development. Under requirement 8, the landscape and ecological management plan must be in substantial accordance with the Landscape and Visual Mitigation Strategy, amongst other control documents. The Landscape and Visual Mitigation Strategy is Figure 6.4 of the Environmental Statement, and therefore must be certified under article	Agreed

Ref	Topic	CRT Position	Applicant Position	Status
			43 of the **draft DCO [Document Reference 3.1 Revision 10]** and would be capable of variation post-consent. However, as confirmed by requirement 5, this would only be with the approval of the relevant planning authority and provided it had been demonstrated to their satisfaction that the subject matter of the approval would not give rise to any materially new or materially different environmental effects from those assessed in the ES. In the event a submission was made under requirement 5 in relation to the Landscape and Visual Mitigation Strategy, the Applicant anticipates that the relevant planning authority would consult the CRT in confirming its satisfaction that any changes proposed would not give rise to materially new or different effects. The Applicant is pleased to note that this matter is now agreed.	
9.	Ecology – securing new habitat proposals	The proposals seek to incorporate new hedgerows and new habitats as part of the Scheme, especially near the Canal, which would reduce the impact of the Scheme on the Canal corridor. The CRT requests that the proposed landscaping arrangements are	Please refer to the Applicant's position on matter 8. The Applicant is pleased to note that this matter is now agreed.	Agreed

Ref	Topic	CRT Position	Applicant Position	Status
		secured and would seek to be consulted on any post-consent variations to the secured landscaping arrangements with potential to affect impacts on the Canal. The protective provisions provide that the undertaker will consult the CRT on proposed amendments to the landscape and ecological management plan approved under the requirements, so far as they would affect the Trust's network. (The differences between the preferred protective provisions of each of the Applicant and the Trust are not relevant to this issue.)		
10.	Ecology – impact of HDD	There is a need to ensure that HDD below the Canal does not result in vibrations that could adversely impact waterborne species or habitat. Paragraph 4.9.2. of the **Outline CEMP [APP-176]** highlights that a Method Statement for HDD will be provided prior to the commencement of works. Vibration control and monitoring measures, to limit the impacts to the Canal, should form part of this Method Statement, so as to limit any impact to species in the waterway. This could also form part of a	The Applicant agrees that appropriate controls are required to avoid adverse effects on waterborne species and habitats as a result of HDD below the Canal. A detailed HDD Method Statement will be prepared prior to commencement of works in accordance with the **Outline Construction Environmental Management Plan [Document Reference 7.1 Revision 7]**. This will include measures for vibration control and, where appropriate, monitoring, informed by a construction-stage vibration assessment. The	Agreed

Ref	Topic	CRT Position	Applicant Position	Status
		construction stage vibration assessment, discussed on page 66 of the **Outline CEMP [APP-176]**. The CRT request that this mitigation is secured and implemented. CRT have no significant outstanding issue with this matter.	Method Statement will form part of the final CEMP, which is secured by requirement 14 of the **draft DCO [Document Reference 3.1 Revision 10].** The Applicant is pleased to note that this matter is now agreed.	
11.	Compulsory Acquisition	The CRT is seeking to agree heads of terms for rights over CRT land with the Applicant. The CRT is willing to grant the necessary rights through an agreement and as such considers that there is no need for compulsory acquisition powers to be granted over CRT land.	The Applicant confirms that negotiations to secure a voluntary agreement for the necessary rights in CRT land are ongoing. The Applicant will continue to engage with the CRT and is confident that agreement can be reached.	Under discussion

4 Signatures

This Statement of Common Ground is agreed upon:

On behalf of CRT:

Name: Simon Tucker

Signature:

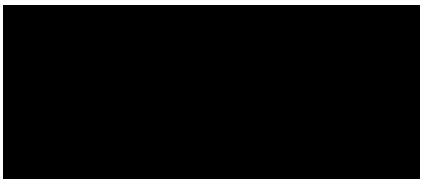


Date: 6 October 2026

On behalf of the Applicant:

Name: Mikyla Davidson

Signature:



Date: 6 October 2026