

Mallard Pass Solar Farm Development Consent Order Application

Examining Authority's Second Written Questions

Network Rail Infrastructure Limited

Question Ref	Question addressed to	Question	Network Rail Response
Q4.03	The Applicant Network Rail	<p>At CAH1 the Applicant provided an update on the cable crossing options of the East Coast Mainline Railway including the progress being made with Network Rail on the railway arch (Bridge 198) option. This was expanded upon in the Applicant's post hearing summary [REP4-042].</p> <p>a) Both parties are requested to provide an update on the progress being made with the necessary cable crossing agreement(s) between the Applicant and Network Rail?</p> <p>b) Are there any outstanding issues or impediments regarding the proposed arch option (including in relation to the matters raised by Network Rail in its Written Representation [REP2-094] relating to the proximity of a high pressure gas main and the proposal to drill underneath the West Glen River)?</p> <p>c) For any issues/impediments raised, please describe what action/remedy is required and how it can be achieved.</p> <p>d) Notwithstanding the Applicant's preferred railway arch option, are there any outstanding issues and impediments regarding the other two proposed railway crossing options? If so, please describe what action/remedy is required and how it can be achieved.</p>	<p>The parties have agreed a basic asset protection agreement which, once entered into, will enable detailed discussions as to the preferred route for the cable crossings. Once this agreement is in place, Network Rail will be able to undertake the necessary assessments to confirm the preferred route and cable crossing agreements can be negotiated.</p> <p>The parties have also agreed the form of a private side agreement which provides for the ongoing relationship between the parties and ensures that Network Rail interests are protected.</p> <p>Once the basic asset protection agreement is entered into and discussions commence, a timetable for progression can be considered. The private side agreement anticipates entry into such agreements in due course (subject to any requirements of Network Rail's asset protection team and subject to satisfactory clearance conditions).</p> <p>The protective provisions in the draft DCO are not yet agreed but the parties anticipate agreement will be reached very shortly.</p>

		<p>e) Confirmation that the Protective Provisions within the draft DCO are agreed.</p> <p>f) Provide an agreed timetable for the progression of the necessary cable crossing agreement(s).</p> <p>g) If any matters remain outstanding, provide a Statement of Common Ground at Deadline 5.</p>	
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