

Good afternoon

I am instructed by the named undertaker in the Longfield Solar Farm Order 2023, Longfield Solar Energy Farm Limited ("Longfield"). This email relates to the Longfield Solar Farm Order 2023, and sets out our request for the agreement of the Secretary of State to an amendment to the development consent obligation in connection with this made Order, pursuant to section 106A(1) of the Town and Country Planning Act 1990. This email seeks that agreement, setting out the relevant information (as previously identified by the Department for Energy Security & Net Zero – as per the email chain below).

The Deed that is sought to be amended

At Deadline 8 of the Examination of the application for the Longfield Solar Farm Order, Longfield submitted a signed and completed Deed of Development Consent Obligations and Other Covenants ("**Development Consent Obligation**"). This was dated 18 January 2023 and was submitted to the examination in two parts, being the two counterparts signed by the parties. These parts were Examination Library references [REP8-011](#) and [REP8-012](#) (referenced in the ExA's Recommendation Report and SoS's Decision Letter as the Deed of Development Consent Obligations and Other Covenants ("DDCOOC")). It is noted that agreement is sought from the Secretary of State pursuant to section 106A(1) of the Town and Country Planning Act 1990 only with respect to the obligations contained within Schedule 1 of the Development Consent Obligation as these are entered into pursuant to section 106 of the Town and Country Planning Act 1990, whereas the obligations contained in Schedule 2 were outside of section 106 and were not taken into account in the SoS's decision.

Context for the proposed changes to the Development Consent Obligation

The Order authorised the solar PV generating station (the NSIP) as well as associated development including works to extend the existing National Grid Bulls Lodge Substation and works to the local highway network.

Since the making of the Order, Longfield has continued to work hard on the delivery of this project, including:

1. Working with the National Grid team who are bringing forward the Bulls Lodge Substation Extension (and who have the benefit of those works under the Order).
2. Working with the Essex Highways team who will approve and adopt Longfield's highways improvements.
3. Working with Longfield's own finance and procurement teams to line up the internal Final Investment Decision (FID).

Longfield has worked closely with National Grid to develop detailed construction schedules. It is possible that National Grid may start their construction of the Bulls Lodge Substation Extension ahead of the main construction commencement for Longfield Solar Farm. These works are to the benefit of the local network, in addition to support electricity export from Longfield Solar Farm. The timing of these works is due to the need to construct Bulls Lodge Substation Extension within defined outage windows to reinforce the National Grid network in Essex. (These works are Work No. 5 in Schedule 1 of the made Order, and would also involve Work No. 7B which is temporary construction laydown in connection with Work No. 5).

Longfield has also been working closely with Essex County Council as the Local Highways Authority to review the changes to the wider road network that are planned and how these works may fit with Longfield's planned road widening of Wheelers Hill/Cranham Road. The Local Highways Authority asked for this road to be widened for safety reasons ahead of any main works starting onsite at Longfield. Longfield had committed to these improvements as Requirement 21 in Schedule 2 of the made Order, restricting any works on the main site until the improvement works on Wheelers Hill and Cranham Road have been undertaken. (This relates to Work No. 9 in Schedule 1 of the made Order, as well as Work No. 7A which is construction laydown to the extent necessary to enable the construction of Work No. 9).

Longfield has been releasing invitations to contractors to tender for the various works needed to construct Longfield Solar Farm, and once prices are confirmed it intends to pass through its FID in January 2026.

In order to start the main site works for the Longfield Solar Farm on its current schedule, Longfield will need to complete the road widening works ahead of taking FID. The National Grid works are also likely to start ahead of Longfield's FID. These works (National Grid extension and road widening works) are not able to currently be approved or commenced by Longfield ahead of taking FID as they trigger substantial development consent obligations, however, for scheduling and the expeditious delivery of the Longfield Solar Farm, the National Grid works and road widening works need to come forward ahead of Longfield's FID stage. The purpose of the proposed changes to the Development Consent Obligation is to therefore allow the National Grid and local highway works to be undertaken without triggering the suite of financial obligations. The obligations in the Development Consent Obligation are very closely linked to the development of the NSIP, being the solar PV generating station on the main site at Longfield Solar Farm, rather than the National Grid and local highway works. However, Longfield recognises that whilst the section 106 obligations were only necessary for those works to a limited extent, there is some necessity for them and so it has also proposed a one off payment of a s106 obligation in connection with the National Grid and local highways works. Longfield (and its shareholders, including majority shareholder EDF Energy Renewables) wishes to provide assurance that it remains fully committed to the delivery of Longfield Solar Farm, demonstrated by its considerable investment to date in the development stages.

The proposed changes to the Development Consent Obligation

Set out below are the obligations contained within the Development Consent Obligation, with the proposed changes identified.

Obligation in the Development Consent Obligation	Proposed Change	Reason
Definition of "Project"	A new definition is introduced being the "Solar Farm Project" which means the Project as authorised by the made Order, however this excludes works that fall within Work Nos. 5 (an extension to the existing National Grid substation at Bulls Lodge) and 9 (works to facilitate access to the other works packages, including works to the public highway to create accesses, visibility splays and highway widening). The existing definition of "Project" remains.	The proposed changes link the triggering of key obligations to the solar PV generating station and associated works on the Solar Farm Site, rather than being triggered by National Grid works to its substation and highway works. The introduction of this definition helps achieve this.
The Skills and Education Contribution in Schedule 1 of the Development Consent Obligation becomes payable in instalments from the Date of Commencement (as defined in Article 2 of the made Order).	The Skills and Education Contribution would instead become payable in instalments from the Date of Commencement of the Solar Farm Project. The payment of the associated administrative fee is also payable at the same time.	The proposed change links the Skills and Education Contribution to the development on the main site, being the solar farm development, allowing the National Grid works to its substation and the highway works to proceed without triggering this obligation.

		Note, the Skills, Supply Chain and Employment Plan obligations remain unchanged.
N/A	A new obligation is included to provide for the payment of a "Skills, Supply Chain and Employment Contribution" in the amount of £50,000 to be used for the same purposes as the Skills and Education Contribution. This is payable upon the date the Deed of Variation to the Development Consent Obligation is entered into.	Given the National Grid works to its substation and the highway works are anticipated to come forward ahead of the works on the "Solar Farm Project", this contribution is payable immediately in recognition that the Skills and Education Contribution would be payable slightly later, and so this contribution could be utilised to increase opportunities in the Local Area for individuals in the renewable and sustainable development sector (which may include the provision of training and apprenticeships) in connection with the National Grid substation and highway works.
Obligations in connection with the Community Benefit Fund in Part 1 of Schedule 2 of the Development Consent Obligation are linked to the Date of Commencement. (note, the obligations in Schedule 2 are not pursuant to S106 of the Town and Country Planning Act 1990. The proposed variations are therefore set out here for completeness, however, consent is not specifically sought in relation to these variations pursuant to S106A(1)).	The obligations in Schedule 2 would instead be triggered by the Commencement of the Solar Farm Project.	The proposed change links the Community Benefit Fund package with the main works proposed for the solar farm, being the Solar Farm Project.
Obligations in connection with the Yield Enhancement Network in Part 2 of Schedule 2 of the Development Consent Obligations are linked to the Date of Commencement. (note, the obligations in Schedule 2 are not pursuant to S106 of the Town and Country Planning Act 1990. The proposed variations are therefore set out here for completeness, however, consent is not specifically sought in relation to these variations pursuant to S106A(1)).	The obligations in Schedule 2 would instead be triggered by the Commencement of the Solar Farm Project.	The proposed change links the Yield Enhancement Network package with the main works proposed for the solar farm, being the Solar Farm Project.

Meeting the requirements of Section 106A(6) and Secretary of State's decision to grant development consent

The Development Consent Obligation is sought to be amended by agreement pursuant to section 106A(1), however, to assist the Secretary of State, Longfield has also addressed the provisions of section 106A(6) of the Town and Country Planning Act 1990. Longfield's proposed changes to the Development Consent Obligation fall within sub-section 106A(6)(c), as the obligations continue to serve a useful purpose, but would serve that purpose equally well if they had effect subject to the modifications set out above. This is because the proposed changes do not have any practical effect in terms of the delivery of the obligations, rather, the point at which they start to be delivered is proposed to be amended, meaning they are triggered by the part of the project for which they are most necessary and to which they most closely relate. In addition, a further obligation is proposed in order to ensure appropriate obligations are provided for earlier parts of the project.

In terms of whether the proposed changes contravene the Secretary of State's ("SoS") decision to grant consent for the Longfield Solar Farm, we have set out below where the Development Consent Obligation was considered in the decision:

1. Examining Authority's Recommendation Report

- a. Paragraph 1.7.4 referenced the Development Consent Obligation, setting out the obligations in Schedule 1 of the deed.
- b. The ExA also noted that other covenants contained in the agreement were provided voluntarily (namely the obligations in Schedule 2, which sit outside of section 106). At paragraph 1.7.4 the ExA recorded in this respect that *"The Applicant and the Host Authorities agree that these covenants are not necessary to mitigate the impacts of the Proposed Development or make the project acceptable in planning terms. I see no reason to conclude otherwise and they have not been taken into account as part of my consideration of the planning issues set out in chapters 5- 10 of this Report."*
- c. At paragraphs 5.8.49 – 5.8.51 the ExA considered the obligations in Schedule 1 of the Development Consent Obligation and concluded as follows: *"Having considered this matter carefully, I am satisfied that the Development Consent Obligations are necessary to make the development acceptable in planning terms and meet the relevant tests. As such they provide some modest benefit in support of the application."* In reaching that conclusion the ExA referenced submissions made by the host local authorities, in responding to a question from the ExA asking for policy justification for the obligations in Schedule 1. The responses from the authorities (to ExA question 3.6.2), which are linked at paragraph 5.8.50, do not justify the need for the obligations specifically with reference to the National Grid substation extension or the local highway works:
 - i. Braintree District Council references the proposed development generally, rather than specific elements, however, they do justify why the obligations are needed by referencing the size and national significance and local importance;
 - ii. Chelmsford City Council specifically talks about solar farms and opportunities for the workforce in renewable energy;
 - iii. Essex County Council references the need to support green skills locally and growth in emerging sectors.
 On balance the justification for why the obligations are necessary is very closely related to the NSIP, being the solar PV generating station, rather than the substation and highways works specifically. Although the proposed change to introduce an additional one-off obligation for skills, supply chain and employment does reflect that the obligations were also considered necessary for the proposed development more generally.
- d. At paragraph 7.1.39 the ExA gives moderate weight to the positive socio-economic benefits of the scheme including in relation to job creation, and notes that this would be enhanced by the Skills, Supply Chain and Employment Plan and Skills and Education Contributions secured by the Development Consent Obligation. It is noted that no change is proposed to the obligations relating to the Skills, Supply Chain and Employment Plan and to the extent the contribution was considered to enhance benefits accruing from the National Grid and local highway works, a new contribution is proposed in this respect.

2. The SoS's Decision Letter

- a. At paragraph 4.64 the SoS has recorded:
 - i. *The ExA notes that the Applicant estimates around 380 full time equivalent jobs would be created during construction, with 45% from within a 60-mile travel distance, and 8 jobs would be created to replace the 8 agricultural jobs lost during operation [ER 5.8.13, ER 5.8.14]. The ExA was made aware of the Deed of Development Consent Obligations and Other Covenants ("DDCOOC") between the Applicant, the Landowner and the Host Authorities. The DDCOOC includes the obligation to submit a Skills, Supply Chain and Employment Plan to maximise opportunities for local parties and a contribution of £2.1 million to be used on local individuals in the renewable and sustainable development sector [ER 5.8.49]. The ExA considers that the Development Consent Obligations are necessary to make the Proposed Development acceptable in planning terms and, in doing so, considers they provide modest benefit to the application [ER 5.8.51].*

This conclusion references the ExA's Recommendation Report which is referred to above in this email, and the comments made above therefore apply equally here.

Longfield considers that the obligations in Schedule 1 of the Development Consent Obligation were considered necessary in large part due to the impact and opportunities from the NSIP itself, being the solar PV generating station, and it is therefore appropriate that the proposed changes allow the payment of the contributions in Schedule 1 to be linked more directly to the NSIP. To the extent the contributions in Schedule 1 were considered necessary with respect to the National Grid substation and local highway works (which would appear to be very limited), Longfield has proposed a one off contribution which is in line with the justification for the contributions included in the decision but is proportionate to the scale of the works proposed as part of Work Nos. 5 and 9.

Position of the relevant local authorities

Longfield has worked closely with the host local authorities (Braintree District Council, Chelmsford City Council and Essex County Council) with respect to the proposed changes. The Councils all agree to the changes. The draft Deed of Variation has been shared with and reviewed by the Councils and it has been amended in response to their comments. The draft Deed of Variation provided with this email is agreed with the Councils and at the end of this email screen grabs of each email from each Council's legal advisor is included, demonstrating the agreement. The legal advisors are also copied to this email.

The freehold landowners have also been consulted and are agreeable to the terms of the Deed of Variation.

I trust this provides you with the information you need to confirm the Secretary of State's agreement to the Deed of Variation being entered into, however, please don't hesitate to let me know anything further that is required.

Kind regards

Copies of confirmation from legal representatives for each Council:

Braintree District Council

SB

Reply

Reply All

Forward

Wed 02/07/2025 13

Good afternoon,

I can confirm on behalf of Braintree District Council that the draft Deed is agreed form, to include the correction made by in her email dated 18th June.

Kind Regards

Chartered Legal Executive
Braintree District Council | Causeway House, Bocking End, Braintree CM7 9HB

Chelmsford City Council

Hi

Further to previous correspondence, I now have instructions, confirming that Chelmsford City Council has agreed the draft DoV and is happy to proceed to engrossments.

Many thanks

Legal & Democratic Services
Connected Chelmsford
Chelmsford City Council
Civic Centre
Duke Street
Chelmsford
Essex
CM1 1JE

Essex County Council

Hi [REDACTED]

I now have the necessary authorisation to proceed with the deed.

Please proceed with the next steps.

Kind Regards,

[REDACTED]
Planning and Highways
ELS | Essex County Council



A purpose-led professional services business
with law at the core

For Pinsent Masons LLP

Pinsent Masons supports agile working, so please don't feel you need to respond to this email outside your working hours.