

Stonestreet Green Solar

Draft Statement of Common Ground with National Grid Electricity Transmission PLC (Tracked)

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Revision History

Revision	Revision Date	Authorised By	Position	Comment
Issue 1	19/11/24	MS	Senior Director	For NGET Review
Issue 2	7/01/25	MS	Senior Director	Updates to reflect WR
<u>Issue 3</u>	<u>30/01/25</u>	<u>MS</u>	<u>Senior Director</u>	<u>Deadline 3 version</u>

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1 Introduction

1.1 Purpose of this Statement of Common Ground

- 1.1.1 This Statement of Common Ground ('SoCG') has been prepared to support an application (the 'Application') for a Development Consent Order ('DCO') from the Secretary of State for Energy Security and Net Zero under Section 37 of the Planning Act 2008 ('PA 2008') for the proposed Stonestreet Green Solar (the 'Project'). The Application has been submitted by EPL 001 Limited (the 'Applicant').
- 1.1.2 This SoCG has been prepared between (1) the Applicant and (2) National Grid Electricity Transmission plc ('NGET') (jointly referred to as the 'Parties'). It has been prepared in accordance with The Planning Act 2008: Examination stage for Nationally Significant Infrastructure Projects guidance¹.
- 1.1.3 NGET is listed as a prescribed consultee in Schedule 1 of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009² and so has been consulted during the preparation of the Application and following its acceptance.
- 1.1.4 The Examining Authority has requested that the SoCG include the following matters as set out in the Rule 6 Letter [\[PD-004\]](#), Annex G (Dated 22 October 2024):
- Agreement on connection;
 - The draft DCO ('dDCO') (**Draft Development Consent Order (Doc Ref. 3.1)([CD](#))**); and
 - Compulsory acquisition and temporary possession provisions.
- 1.1.5 It is agreed that any matters not specifically referred to in this SoCG are not of material interest or relevance to the representations submitted to the Examining Authority by NGET (the 'Representations') and therefore have not been considered in this document.
- 1.1.6 This SoCG has been produced to confirm to the Examining Authority where agreement has been reached between the Parties, where agreement has not been reached (and that is the Parties' final position) and where discussions are still ongoing. This SoCG will be revised and updated as discussions between the Parties progress during the Examination.

1.2 Description of the Project

- 1.2.1 The Project comprises the construction, operation and maintenance, and decommissioning of solar photovoltaic ('PV') arrays and energy storage, together with associated infrastructure and an underground cable connection to the existing National Grid Sellindge Substation.

- 1.2.2 The Project will include a generating station (incorporating solar arrays) with a total capacity exceeding 50 megawatts ('MW'). The agreed grid connection for the Project will allow the export and import of up to 99.9 MW of electricity to the grid. The Project will connect to the existing National Grid Sellindge Substation via a new 132 kilovolt ('kV') substation constructed as part of the Project and cable connection under the Network Rail and High Speed 1 ('HS1') railway.

1.3 Current Position

- 1.3.1 Section 2 of this SoCG addresses the position of the Applicant and NGET, following a series of meetings and discussions with respect to the key areas of the Project and the NGET Representations.
- 1.3.2 This is intended to be a 'live' document and some aspects 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 ultimately both Parties agree on relevant points.

1.4 Record of Engagement

- 1.4.1 The Applicant has been engaged in consultation and engagement with NGET throughout the development of the Application. The Applicant consulted NGET as a prescribed consultee, in accordance with section 42 of the PA 2008, about the Project and environmental impact assessment as part of the formal pre-application consultation procedures. This process afforded NGET the opportunity to provide responses to the information in various stages of the pre-application process.
- 1.4.2 As highlighted in Table 1.1 below, the Applicant has provided a number of opportunities for NGET to engage in the Project during the pre-application stage.
- 1.4.3 Table 1.1 shows a summary of the meetings and correspondence that has taken place between the Applicant (including consultants on its behalf) and NGET in relation to the Application.

Table 1-1: Record of Engagement

Date	Form of correspondence	Key topics discussed and outcomes
May 2022	The Applicant wrote to NGET to confirm land ownership details and other affected parties.	Land ownership details and other affected parties.
October 2022	The Applicant wrote to NGET inviting it to take part in the statutory consultation that took place between 25	n/a

	October and 29 November 2022.	
June 2023	The Applicant wrote to NGET inviting it to take part in the statutory consultation that took place between 12 June and 17 July 2023.	n/a
November 2023	The Applicant wrote to NGET inviting it to take part in a targeted consultation that took place between 13 November and 13 December 2023.	n/a
December 2023	The Applicant met with the NGET Development Liaison and Property team members to discuss protective provisions.	Protective provisions.
January - February 2024	The Applicant wrote to NGET on three occasions requesting that NGET share its proposed protective provisions for review.	Protective provisions.
April 2024	NGET shared its proposed protective provisions with the Applicant.	Protective provisions.
May 2024	The Applicant provided comments on the protective provisions to NGET.	Protective provisions.
July 2024	NGET's land agent requested a plan of the Project's Order Limits.	Extent of Order Limits.
August 2024	NGET provided responses to the comments raised by the Applicant on the protective provisions.	Protective provisions.
September 2024	NGET's land agent raised a number of questions with the Applicant which were promptly responded to.	Potential interaction with NGET asset infrastructure within the Order Limits.

November 2024	The Applicant provided an updated draft of the protective provisions to NGET.	Protective provisions.
11 December 2024	An update from NGET's solicitors was requested.	The Applicant is awaiting a response.
18 December 2024	An update from NGET's solicitors was requested.	The Applicant is awaiting a response.
<u>6 January 2025</u>	<u>An update from NGET's solicitors was requested.</u>	<u>The Applicant is awaiting a response.</u>
<u>28 January 2025</u>	<u>An update from NGET's solicitors was requested.</u>	<u>The Applicant is awaiting a response.</u>

- 1.4.4 It is agreed that this is an accurate record of the key meetings and consultation undertaken between the Parties in relation to the issues addressed in this SoCG as at the date of this SoCG.

1.5 Format of Document and Terminology

- 1.5.1 This SoCG has been structured to reflect matters and topics of interest to NGET in relation to the Project as set out in the Representations.
- 1.5.2 Section 2 summarises the issues that are 'agreed', 'not agreed' or are under discussion under the topics of interest in Table 2.1
- 1.5.3 The following terminology is applied in Section 2:
- 'Agreed' indicates where the issue has been resolved.
 - 'Not Agreed' indicates a position where both Parties have reached a final position that a matter cannot be agreed between them.
 - 'Under Discussion' indicates where points continue to be the subject of on-going discussions between Parties.
- 1.5.4 For any issues that are 'Under Discussion', the Parties have also indicated the likelihood that disagreement will remain by the end of the Examination using a "Low" (Green), "Medium" (Amber) and "High" (Red) traffic light model, as requested in the Rule 6 letter.

2 Areas of Discussion between the Parties

Table 2-1: Areas of Discussion

Ref	Relevant Document	Description of Matter	NGET Current Position	Applicant's Current Position	Status
1.	Examining Authority Rule 6 Letter, Annex G	Agreement on connection		The Parties agree that the Applicant has secured a connection to the distribution network via UK Power Networks plc. No reinforcement works are required to be undertaken by NGET on the transmission network to enable the Applicant to connect.	Agreed
1.1 – 1.3	WR	Overview	This Written Representation (WR) is submitted on behalf of National Grid Electricity Transmission PLC (NGET) in respect of EPL 001 Limited's (Applicant) application for the Stonestreet Green Solar Development Consent Order (Order), and in particular NGET's existing and proposed infrastructure and land interests which will be located within and in close proximity to the proposed limits of the Order boundaries (Order Limits). This document should be read in conjunction with NGET's relevant	The Applicant notes these comments.	N/A

Ref	Relevant Document	Description of Matter	NGET Current Position	Applicant's Current Position	Status
			representation which was submitted to the Examining Authority on 5 September 2024 (NGET's RR) and sets out details of NGET's assets that may be impacted by the Order. Any reference to paragraph numbers in this WR refer to those within the draft Order as submitted by the Applicant (unless otherwise specified).		
2	Examining Authority Rule 6 Letter, Annex G	The dDCO	NGET has no specific comments regarding the dDCO, save to the extent noted below.	The Parties are negotiating protective provisions and expect to reach agreement during the Examination.	In discussion
3	Relevant Representation	Temporary and permanent rights	The Applicant is seeking temporary and permanent rights over several plots containing NGET existing infrastructure or land owned by NGET, including parcels 4/10, 5/1, 5/8, 5/9, 5/13, 5/15 of the Land Plans and referenced in the dDCO as Work Number 1, 2, 4, 5 and 8. NGET's rights of access to inspect, maintain, renew and repair such 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	The Applicant has engaged with NGET extensively during the pre-application stage with a view to reach agreement. Draft protective provisions were first issued in December 2023 and discussions have continued since that point to work towards agreement. The Applicant looks forward to receiving NGET's feedback on the most recent draft protective provisions. <u>The relevant row in Table 3 of the Schedule of Negotiations (Doc Ref. 4.4(C)) documents the</u>	In discussion

Ref	Relevant Document	Description of Matter	NGET Current Position	Applicant's Current Position	Status
			land or NGET's apparatus, NGET will require appropriate protection. Further discussion and agreement with the Applicant is required in relation to the impact on its apparatus and rights. As a responsible statutory undertaker, NGET's primary concern is to meet its statutory obligations and to ensure that any development does not adversely affect those statutory obligations. NGET has a duty to protect its position in relation to infrastructure and land which is within or in close proximity to the draft Order Limits. Additionally, NGET must protect its future proposed infrastructure. NGET will therefore require appropriate protection for retained or proposed apparatus, including compliance with relevant standards for works proposed within close proximity of its apparatus or proposed apparatus.	<u>progress of discussions between the parties, and will be updated at each future deadline. The Applicant remains confident that agreement will be reached between the parties during the Examination.</u>	
4	Relevant Representation	Protective provisions	In light of the above, NGET requires protective provisions to be included within the DCO to ensure that its existing and future assets and interests are adequately protected, as well as to ensure compliance with relevant safety standards. NGET is liaising with the	As above.	In discussion

Ref	Relevant Document	Description of Matter	NGET Current Position	Applicant's Current Position	Status
			Applicant in relation to such protective provisions. Accordingly, NGET did not append the version of the protective provisions it requires to be included in the Order to its Representation. However, NGET will submit these at Written Representation stage, if not agreed between the Parties by that point, with an explanation of any outstanding issues. NGET requests that the Applicant continues to engage with it in relation to how the Applicant's works pursuant to the Order (if made) will ensure protection for those proposed NGET assets, along with facilitating all future access and other rights as are necessary to allow NGET to properly discharge its statutory obligations. NGET will continue to liaise with the Applicant in this regard with a view to concluding matters as soon as possible during the Examination and will keep the Examining Authority updated in relation to these discussions.		
2.1 – 2.2	WR	Protective provisions	As set out in NGET's RR, NGET has been liaising with the Applicant in relation to progressing and agreeing the protective provisions to be included in the Order. At the time of this WR, those	The Applicant notes these comments and agrees that this is an accurate summary of the points that are still under discussion between the parties	In discussion

Ref	Relevant Document	Description of Matter	NGET Current Position	Applicant's Current Position	Status
			negotiations are still ongoing. NGET therefore maintains its objection until such time it finds the protective provisions acceptable; it fully expects this to be achieved during the course of the Examination. Although the Applicant has agreed to various requests by NGET to amend the protective provisions as submitted by the Applicant, the key outstanding issues (save for those in relation to compulsory acquisition, which are explained further below) that remain in dispute and are subject to ongoing discussions are as follows: NGET and the Applicant remain in discussion about the definition of "acceptable insurance" in relation to the indemnity provisions. In paragraph 45(1) which deals with the apparatus of NGET in closed streets and public rights of way, NGET requires specific reference be made to the articles and schedules that appear in the Order. The Applicant is aware of the changes to the drafting and will consider them as part of the examination process.	regarding the protective provisions. The Applicant agrees with NGET that it fully expects protective provisions will be agreed during the course of the Examination. The Applicant has engaged with NGET extensively during the pre-application stage with a view to reach agreement. As noted above, draft protective provisions were first issued in December 2023 and discussions have continued since that point to work towards agreement. Most recently, the Applicant issued an updated version of the protective provisions to NGET's solicitors on 18 November 2024 and requested an update from NGET's solicitors on 11 December and 18 December 2024, <u>6 January 2025 and 28 January 2025</u> and is awaiting a response. The relevant row in Table 3 of the Schedule of Negotiations (Doc Ref. 4.4(B)) <u>C)</u>	

Ref	Relevant Document	Description of Matter	NGET Current Position	Applicant's Current Position	Status
			NGET requires the reference to its sole discretion to be included within paragraph 49(3) of the protective provisions on the basis that the impact of the works will affect NGET's apparatus. NGET should therefore have discretion as to whether it obtains the necessary rights in the land in which the alternative apparatus is to be constructed, or whether it requires the undertaker to obtain these. NGET requires the term "authorised development" to be included in paragraph 9(7) of NGET's preferred protective provisions in replacement of the Applicant's current wording which uses the term "specified works", as NGET may require protective works in relation to works other than just specified works. NGET's wording is caveated to make clear that protective works are to be carried out prior to the commencement of any authorised development for which protective works are required, so it is not requiring protective works to be carried out before any authorised development at all can take place.	documents the progress of discussions. The Applicant looks forward to receiving NGET's feedback on the most recent draft protective provisions in due course.	

Ref	Relevant Document	Description of Matter	NGET Current Position	Applicant's Current Position	Status
			NGET requires the works referred to in paragraph 49(12) of the protective provisions to be described as "works authorised under the Order" rather than the Applicant's inclusion of "specified works". Any works carried out under the Order near overhead lines will engage NGET's policies and the HSE Guidance Note 6 (Avoidance of Danger from Overhead Lines), not only the "specified works". NGET and the Applicant remain in discussion about the expenses provisions and whether, an extension of apparatus to a greater length than existing shall not be treated as placing of apparatus of greater dimensions, only in if it is required as a consequence of the execution of specified works. Any works carried out under the Order may require such an alteration and so NGET must ensure that it is adequately protected in this instance.		
5	Examining Authority Rule 6 Letter, Annex G	Compulsory acquisition and temporary possession provisions	Where the Applicant seeks powers of compulsory acquisition over NGET land or rights, the protective provisions must require that the Applicant obtain NGET's consent to any compulsory acquisition of any such land or rights. NGET	The Applicant has included compulsory acquisition powers to ensure the necessary land rights are available to allow UKPN to expand Sellindge Substation on NGET freehold land and to be	In discussion

Ref	Relevant Document	Description of Matter	NGET Current Position	Applicant's Current Position	Status
			objects to the compulsory acquisition of its assets, land or rights over its land in the absence of inclusion of its standard form of protective provisions. NGET reserves the right to make further representations as part of the Examination process in relation to specific interactions with its assets but in the meantime will continue to liaise with the Applicant with a view to reaching an agreed position.	able to install a grid connection cable from the Site to the point of connection on the UKPN distribution network which will require additional land rights to be granted to UKPN within the NGET freehold. The Applicant expects that NGET/UKPN will agree private lease/easement agreements at which point compulsory acquisition powers can be regulated via protective provisions.	
3.1 – 3.3	WR	Compulsory acquisition and temporary possession provisions	NGET objects to the compulsory acquisition of its assets, land or rights over its land in the absence of inclusion of its standard form of protective provisions which require the Applicant to obtain NGET's consent to any compulsory acquisition of such land or rights. This is to prevent serious detriment to the carrying on of NGET's undertaking and to provide certainty around the property position of NGET's apparatus. The restriction proposed by NGET is well-precedented and appears in NGET's protective provisions in other DCOs.	Please refer to the response in the row above. The Applicant remains confident that protective provisions will be agreed during the course of the Examination, such that NGET can withdraw its objection to the Application.	In discussion

Ref	Relevant Document	Description of Matter	NGET Current Position	Applicant's Current Position	Status
			NGET and the Applicant are engaged in negotiations in relation to the compulsory acquisition provisions contained within the protective provisions. Although these are being progressed, the protective provisions proposed by the Applicant are currently not acceptable in relation to compulsory acquisition to NGET. The key point is that protective provisions proposed by the Applicant do not include the requirement not to acquire NGET's land and/or rights other than by agreement. Allowing NGET to exercise control over the use of powers of compulsory acquisition will enable it to ensure that serious detriment does not occur		

3 Signatures

This SoCG has been prepared and agreed by the Applicant and Electricity Transmission plc.

On behalf of EPL 001 Limited

Name:

Signature:

Position:

Date:

.....

On behalf of National Grid Electricity
Transmission plc

Name:

Signature:

Position:

Date:

.....

References

¹ *Planning Act 2008: Examination stage for Nationally Significant Infrastructure Projects*. [online] GOV.UK. Available at: <https://www.gov.uk/guidance/planning-act-2008-examination-stage-for-nationally-significant-infrastructure-projects> [Accessed 14 Oct. 2024]

² Legislation.gov.uk. (2023). *The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009*. [online] Available at: <https://www.legislation.gov.uk/uksi/2009/2264/schedule/1/made>