



## **Great North Road Solar and Biodiversity Park**

Statement of Commonality

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The Infrastructure Planning (Examination Procedure) Rules 2010



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# 1 INTRODUCTION

## 1.1 PURPOSE OF THIS DOCUMENT

- 1.1.1 This Statement of Commonality (the Statement) has been prepared to provide the Examining Authority (ExA) with a summary of the final position regarding the negotiation of Statements of Common Ground (SoCGs) between the Applicant, relevant statutory consultees and other parties in relation to Elements Green Trent Limited (the Applicant).
- 1.1.2 The Rule 6 Letter [[PD-005](#)] dated 23 October 2025 requires the submission of SoCGs to inform the ExA and all other parties on matters where there is agreement and where differences lie at an early stage in the Examination process. The Rule 6 Letter requests that these are accompanied by an Issues Tracker (this Statement) detailing the progression of discussions.
- 1.1.3 Annex F of the Rule 6 Letter identifies the following parties with which the Applicant has sought to develop SoCGs, and Annex C of the Rule 8 Letter [[Link](#)] dated 2 December 2025 requests the Applicant to produce a SoCG with Norwell Solar Farm Steering Group in relation to the Applicant's greenhouse gas assessment. The Applicant noted the ExA has requested for a triparted SoCG between the Applicant and Natural England and Nottinghamshire Wildlife Trust. An agreement has been reached for the SoCG between the Parties for these to be prepared separately.
- 1.1.4 Accordingly, the Applicant has sought to develop SoCGs with the following parties:
- Nottinghamshire County Council (NCC);
  - Newark and Sherwood District Council (NSDC);
  - Environment Agency (EA);
  - Natural England (NE);
  - Historic England (HE);
  - National Highways (NH);
  - National Grid Electricity Transmission plc (NGET);
  - RWE Generation UK plc;
  - Cadent Gas Ltd;
  - Network Rail Infrastructure Ltd;
  - Nottinghamshire Wildlife Trust;
  - Norwell Solar Farm Steering Group;
  - Nottinghamshire Fire and Rescue;
  - National Grid Electricity Distribution (East Midlands) plc;
  - National Gas Transmission plc;
  - Trent Valley Internal Drainage Board;
  - Severn Trent Water Limited
- 1.1.5 This Statement is to be treated as an iterative document throughout the Examination and will be updated and submitted at subsequent deadlines to provide an up to date overview of the latest position on the SoCGs.

## 1.2 STRUCTURE OF THIS STATEMENT

1.3 This Statement is structured as follows:

- Section 2 sets out the status of each SoCG;
- Section 3 provides a summary of where agreement has been reached with each party;

## 2 STATUS OF THE SOCGS

2.1.1 Relevant Representations were submitted by Interested Parties with whom the Applicant has produced a SoCG. Table 2-1 identifies the status of each SoCG.

- SoCG in draft – where a SoCG has been drafted (with matters recorded as agreed, ongoing and not agreed) and is subject to further discussions to resolve any outstanding matters;
- Final (not signed) – where a final position has been reached, but not yet signed;
- Final signed SoCG – where a final position has been reached on all matters, as either agreed or not agreed positions.

Table 2-1 Status of SoCGs at Deadline 6

<b>Party</b>	<b>Document Reference</b>	<b>Status of SoCG at Deadline 6</b>
Nottinghamshire County Council (NCC)	8.1	Final signed SoCG
Newark and Sherwood District Council (NSDC)	8.2	Final signed SoCG
Environment Agency (EA)	8.3	Final signed SoCG
Natural England (NE)	8.4	Final signed SoCG
Historic England (HE)	8.5	Final signed SoCG
National Highways (NH)	8.6	Final signed SoCG
National Grid Electricity Transmission plc (NGET)	8.7	Final signed SoCG
RWE Generation UK plc	8.8	Final (not signed)
Cadent Gas Ltd	8.9	Final signed SoCG
Network Rail Infrastructure Ltd	8.10	Final signed SoCG
Nottinghamshire Wildlife Trust	8.11	Final signed SOCG
Norwell Solar Farm Steering Group	8.12	Final Signed SoCG
National Grid Electricity Distribution (East Midlands) plc	8.28	Final Signed SoCG
Trent Valley Internal Drainage Board	8.27	Final (not signed)
Nottinghamshire Fire and Rescue Service	8.32	Final signed SoCG

2.1.2 A number of parties where SoCGs have been requested relate to bodies who had not submitted Relevant Representations, or registered as Interested Parties. The Applicant has reached out to the remaining bodies, and the following sets out a summary of the final position:

- **National Gas Transmission plc:** It has been agreed with National Gas Transmission plc that a SoCG is not necessary. As discussed with National Gas, the Applicant has agreed to consult with them before a relevant submission pursuant to Requirement 6 is made. National Gas Transmission have sought to re-engage in relation to protective provisions. The parties are currently engaged and are discussing matters.
- **Severn Trent Water Limited:** Protective Provisions have been issued to Severn Trent. Severn Trent have not provided any further comments.

2.1.3 Final updates have been provided at Deadline 6.

### 3 COMMONALITY

#### 3.1 OVERVIEW

3.1.1 This section provides an overview of the matters identified and that remain unresolved at Deadline 6 with each of the parties and sets out how the Applicant is intending to progress matters with those parties with the intention of reaching a final agreed position before the close of the Examination.

#### 3.2 NOTTINGHAMSHIRE COUNTY COUNCIL (NCC) [EN010162/APP/8.1]

3.2.1 The Applicant has reached a final position with NCC. Agreement has been reached on a number of matters, with the following areas of disagreement:

- **Cultural Heritage:** The only residual matter between parties relates to the assessment of effects (setting of heritage assets) on the former RAF Ossington airfield, a non-designated heritage asset, specifically the degree of effect arising from changes to its setting. The NCC heritage team do not agree with the level of harm assessed by the Applicant to the significance of the former RAF Ossington as set out in the Joint Statement appended to the SoCG (Final Statement of Common Ground with Nottinghamshire County Council [EN010162/APP/8.1D]). They consider the harm to be “significant” but recognise that the asset is “non-designated heritage asset”. NCC have confirmed that there is not agreement on this matter.
- **Traffic:** Residual matters not agreed between NCC and the Applicant are set out in the **Statement of Common Ground with Nottinghamshire County Council [EN010162/APP/8.1D]**. The residual matters not agreed relate primarily to site access arrangements, and in particular to the acceptability of a defined number of access points during the operational phase of the Development. Unresolved matters also include the timing and mechanism for securing Road Safety Audits and detailed access design and passing places. NCC have confirmed that there is not agreement on this matter.

#### 3.3 NEWARK AND SHERWOOD DISTRICT COUNCIL (NSDC) [EN010162/APP/8.2]

- 3.3.1 A final position has been reached between the Applicant and NSDC. Agreement has been reached on a number of matters, with the following areas of disagreement:
- **Landscape and Visual:** A number matters on landscape have been agreed between NSDC and the Applicant. The remaining matter that is not agreed relates to NSDC's concerns regarding the landscape impact on the surrounding environment during construction, operation and decommissioning. NSDC have confirmed that there is not agreement on this matter.
  - **Cumulative Schemes:** NSDC confirmed that they agree with the long list that has been presented by the Applicant and the list of developments that have been short listed for further assessment. However, NSDC do not necessarily agree in all cases with the conclusions of those schemes that have been assessed for potential cumulative effects. NSDC have confirmed that there is not agreement on this matter.

### 3.4 ENVIRONMENT AGENCY (EA) [EN010162/APP/8.3]

- 3.4.1 The Applicant has been in active discussions with the EA. Agreement has now been reached on all matters except one. The one matter not agreed between parties is on the phrase used in the DCO "substantially in accordance with". The Applicant and EA confirm that it is not possible to come to a mutual agreement on this issue and therefore it will remain 'not agreed'. The Applicant notes that the EA's Deadline 4 submission stated that a number of matters remained 'unresolved' pending submission of the agreed updates to the Examining Authority. The Applicant submitted the agreed updates to the ExA at Deadline 4 and, accordingly, the previously outstanding matters are now formally agreed.
- 3.4.2 The SoCG between the EA and the Applicant has now been finalised and signed by both parties and was submitted at Deadline 5.

### 3.5 NATURAL ENGLAND (NE) [EN010162/APP/8.4]

- 3.5.1 The Applicant has been in active discussions with NE, and have reached a final position on all but one matter. The only outstanding matter relates to NE15 in so far as it relates to the use of BMV for woodland planting. The respective position of the parties is set out in Row 2.5.3 of the **Draft Statement of Common Ground with Natural England [EN010162/APP/8.6B]**. NE have confirmed that there is not agreement on this matter.

### 3.6 HISTORIC ENGLAND (HE) [EN010162/APP/8.5]

- 3.6.1 The Applicant has been in active discussions with HE. Agreement has been reached on all matters and the SoCG was signed on 22 April 2026. A signed version of the SoCG has been provided by the Applicant at Deadline 6.

### 3.7 NATIONAL HIGHWAYS (NH) [EN010162/APP/8.6]

3.7.1 The Applicant has been in active discussions with NH. All technical matters have been agreed, and the outstanding matter relates to NH's request to approve details submitted pursuant to requirements 5, 14, 19 and 22.

### **3.8 NATIONAL GRID ELECTRICITY TRANSMISSION PLC (NGET) [EN010162/APP/8.7]**

3.8.1 The Applicant has proactively sought to reach agreement with NGET on suitable protective provisions to address the concerns raised in NGET's Relevant Representation [RR-152] and Written Representation [REP1-097]. Despite extensive efforts to engage NGET in progressing negotiation of proportionate protective provisions, NGET has given limited responses and has to a great extent indicated that it wishes for its standard form of protective provisions to be included in the Order without contemplation of the appropriateness of such terms in the context of the Development, and particularly the interface with the CPO made by NGET over the Order Land (as described above in section 5.5). The remaining points on which NGET and the Applicant do not agree are set out in Appendix 1 to the **Final Statement of Common Ground with National Grid Electricity Transmission [EN010162/APP/8.7D]** ], with the position of each of the Applicant and NGET detailed therein.

3.8.2 The Applicant considers the form of Protective Provisions included in Part 7 of Schedule 13 to the draft Order submitted at Deadline 6 to represent a realistic and workable framework for the protection of NGET without comprising the delivery of the Development. In the case that no further agreement is reached between the Applicant and NGET, the Applicant requests that the Protective Provisions included in favour of NGET in the draft Order submitted by the Applicant at Deadline 6 are included in the Order when made, unless further amendments are agreed before the end of the Recommendation Period. Those Protective Provisions include all points already agreed between the Applicant and NGET, and represent a justified and proportionate position on behalf of the Applicant.

### **3.9 RWE GENERATION UK PLC [EN010162/APP/8.8]**

3.9.1 The Applicant has been in active discussions with RWE Generation UK Plc. The Applicant has clarified the land matters questioned by RWE. The outstanding matter relates to the draft Unilateral Undertaking, which the Applicant is yet to receive comments from RWE. The Applicant has continued to chase, but RWE have not provided a response.

### **3.10 CADENT GAS LTD [EN010162/APP/8.9]**

3.10.1 The Applicant has been in active discussions with Cadent Gas Ltd and has reached agreement on all outstanding matters. A final signed version of the SoCG was submitted at Deadline 5.

### **3.11 NETWORK RAIL INFRASTRUCTURE LTD [EN010162/APP/8.10]**

3.11.1 The Applicant has been in active discussions with NR in relation to protective provisions and has included Protective Provisions for railway interests in Part 3 of Schedule 13 of the draft DCO submitted at Deadline 6.

3.11.2 Critically, there are no Network Rail interests within the Order Limits, and the only interface is limited to one railway crossing by construction traffic in the ordinary course of operations. Moreover, Network Rail has provided only partial responses to the Applicant's repeated attempts to progress discussion of the protective provisions. The protective provisions in favour of Network Rail in Part 3 of Schedule 13 of the draft DCO are reasonable and proportionate and should be included in any Order made.

### **3.12 NOTTINGHAMSHIRE WILDLIFE TRUST [EN010162/APP/8.11]**

3.12.1 The Applicant has been in active discussions with NWT and agreement on all matters have now been reached. A signed SoCG was submitted at Deadline 5.

### **3.13 NORWELL SOLAR FARM STEERING GROUP [EN010162/APP/8.12]**

3.13.1 The Applicant has been in active discussions with NSFSG in relation to the GHG matter. The Applicant has reached a final position on all matters and a signed version was submitted at Deadline 5.

### **3.14 NOTTINGHAMSHIRE FIRE AND RESCUE SERVICE;**

3.14.1 The Applicant and NFRS have held constructive discussions and can confirm that all matters have been agreed. NFRS have reviewed the **ES Volume 4, Appendix A5.4: Outline Fire Safety Management Plan (FSMP) [EN010162/APP/6.4.5.4C]** and confirmed that they have no objection.

### **3.15 NATIONAL GRID ELECTRICITY DISTRIBUTION (EAST MIDLANDS) PLC;**

3.15.1 The Applicant and National Grid Electricity Distribution (East Midlands) Plc (NGED) have negotiated provisions for the protection of NGED in relation to the Great North Road Solar and Biodiversity Park (the NGED Protective Provisions). The NGED Protective Provisions are agreed between the Applicant and NGED, subject to completing the remaining formalities. The Applicant and NGED anticipate being in a position to finalise the NGED Protective Provisions by the close of examination on Tuesday 28 April 2026. It is anticipated that the points raised in NGED's letter of 20 January 2026 shall be satisfied on finalising the NGED Protective Provisions, and enable NGED to withdraw its holding objection. The Applicant would thereafter seek for the agreed NGED Protective Provisions to be included in any made Great North Road Solar and Biodiversity Park Order as a new part of Schedule 13.

### **3.16 NATIONAL GAS TRANSMISSION PLC;**

3.16.1 The Applicant had reached agreement with NGT, whereby NGT will be consulted on the detailed design for Work No 6 or Work No 7. However, NGT has sought to re-open negotiations in relation to Protective Provisions after Deadline 4. The Applicant will continue to engage with NGT as regards any concerns they may have that might require adjustment to the protective provisions as amended by the Applicant. The Applicant is of the view that the form of protective provisions included in the draft Order at Deadline 6 are proportionate to the impact of the authorised works on NGT's undertaking.

### **3.17 TRENT VALLEY INTERNAL DRAINAGE BOARD;**

3.17.1 The Applicant has been in active discussions with TVIDB and has reached agreement on the form of Protective Provisions which are included in Part 5 of Schedule 13 of the draft Order at Deadline 6. An updated SoCG was submitted at Deadline 6, which reflects that all matters are agreed, but TVIDB were not able to return a signed SoCG before Deadline 6.

### **3.18 SEVERN TRENT WATER LIMITED**

The Applicant has reached out to Severn Trent Water, and has received a response in relation to protective provisions. No objections or further comments have been received from Severn Trent.