



Great North Road Solar and Biodiversity Park

Statement of Commonality

Document Reference – EN010162/APP/8.~~43D~~13E

Revision number 56

April 2026

EP Rule 8(1)(b) Planning Act 2008

The Infrastructure Planning (Examination Procedure) Rules 2010

Table of Contents

1	Introduction	<u>23</u>
1.1	Purpose of this Document.....	<u>23</u>
1.2	Structure of this Statement.....	3
1.3	This Statement is structured as follows:	<u>34</u>
2	Status of the SocGs	<u>45</u>
3	Commonality	<u>56</u>

List of Tables

Table 2-1	Status of SoCGs at Deadline 3	<u>45</u>
-----------	-------------------------------------	-----------

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 ~~draft(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 56

Party	Document Reference	Status of SoCG at Deadline <u>36</u>
Nottinghamshire County Council (NCC)	8.1	Final signed SoCG in-draft
Newark and Sherwood District Council (NSDC)	8.2	Final signed SoCG in-draft
Environment Agency (EA)	8.3	Final signed SoCG
Natural England (NE)	8.4	Final signed SoCG in-draft
Historic England (HE)	8.5	Final draft signed SoCG
National Highways (NH)	8.6	Final signed SoCG in-draft
National Grid Electricity Transmission plc (NGET)	8.7	Final signed SoCG in-draft
RWE Generation UK plc	8.8	SoCG in-draft Final (not signed)
Cadent Gas Ltd	8.9	Final signed SoCG
Network Rail Infrastructure Ltd	8.10	Final signed SoCG in-draft
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	SoCG in-draft Final Signed SoCG
Trent Valley Internal Drainage Board	8.27	SoCG in-draft Final (not signed)
Nottinghamshire Fire and Rescue Service	8.32	Final signed SoCG in-draft

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 ~~current~~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. ~~An update will be provided at Deadline 6.~~
- **Severn Trent Water Limited:** Protective Provisions have been issued to Severn Trent. Severn Trent have not provided any further comments. ~~Final update will be provided at Deadline 6.~~

2.1.3 ~~The Applicant will continue to engage with all SoCG parties and final updates will~~Final updates have been be 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 ~~5~~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 ~~been in active discussions~~reached a final position with NCC. Agreement has been reached on a number of matters, with ~~outstanding matters relating to the~~the following ~~topics~~areas of disagreement:

- ~~**Cultural Heritage:** Further discussion has been undertaken in respect of the OAMS and requirement 11, which has resulted in agreement on all but one matter. The Applicant and NCC are continuing to discuss Ossington Airfield including the off and on site enhancement. In light of the recent communication with NCC and the interest in Ossington Airfield an additional permissive footpath has been proposed as an onsite enhancement to allow the significance of the Airfield to be better realised and appreciable to visitors to the area. The joint statement is presented as Appendix 3 to the SoCG and will be submitted at Deadline 6.~~
- ~~**Traffic:** The Parties continue to discuss the outstanding matters. Progress has been made in relation to narrowing the areas of disagreement. The parties are close to a final position, which will be provided at Deadline 6.~~

3.2.2 ~~The Applicant will continue to discuss these matters with NCC and the Applicant is confident that a final position will be reached at Deadline 6.~~

- **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 ~~The~~ A final position has been reached between the Applicant ~~has been in active discussions with~~ and NSDC. Agreement has been reached on a number of matters, with ~~outstanding matters relating to the~~ the following ~~topics~~ areas of disagreement:

- **Landscape and Visual:** ~~The~~ A number matters on landscape have been agreed between NSDC and the Applicant ~~has responded~~. The remaining matter that is not agreed relates to NSDC’s feedback in respect of cumulative assessment, and the approach to viewpoints. The Applicant has made a number of updates since Deadline 2 and is still awaiting feedback from NSDC.
- **Cultural Heritage:** ~~The Applicant held a number of discussions with NSDC Officers prior to Deadline 5.~~ concerns regarding the landscape impact on the surrounding environment during construction, operation and decommissioning. NSDC officers have now confirmed that there is not agreement on all heritage matters ~~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. ~~The Applicant has sought clarification on the cases that NSDC are referring to. The Applicant has sought an update from NSDC, and is awaiting a reply.~~ NSDC have confirmed that there is not agreement on this matter.
- **Draft DCO:** ~~The Parties have reached a final position in respect of the process for discharging requirements, and associated fees. NSDC have agreed to the wording of the requirements in so far as they relate to~~

~~NSDC. NSDC have not raised any other matters, and the Applicant understands that all other matters have been agreed.~~

~~3.3.2 The Applicant will continue to discuss these matters with NSDC and the Applicant is confident that a final position will be reached at Deadline 6.~~

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 iswas 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]**. ~~A final position will be submitted at Deadline 6~~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. ~~The and the SoCG was signed on 22 April 2026. A signed version of the SoCG has been provided by the Applicant has discussed this with HE before Deadline 5 and HE have verbally confirmed all matters are agreed. A final SoCG is expected~~ 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.

~~3.7.2 The Applicant and NH expect to finalise the SoCG shortly and this will be submitted at Deadline 6.~~

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

~~3.8.1 The Applicant has been in active discussions with NGET in relation to protective provisions and land related matters concerning the proposed CPO for the network upgrade works to be undertaken by NGET. The parties are working towards agreeing suitable protective provisions. Further updates will be reported at Deadline 6.~~

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 ~~continues~~has continued to chase ~~and is hopeful that discussions may be held soon in order to close out any comments/concerns that, but~~ RWE may have. ~~The parties will continue to make progress in advance of Deadline 6 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 ~~is provided~~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. ~~The form of protective provisions and has included Protective Provisions for the protection of railway interests remains under discussion between the Applicant and Network Rail in Part 3 of Schedule 13 of the draft DCO submitted at Deadline 6.~~

3.11.2 ~~While~~ Critically, there are no Network Rail interests within the Applicant wishes Order Limits, and the only interface is limited to ensure that one railway crossing by construction traffic in the ordinary course of operations. Moreover, Network Rail has the benefit of adequate provided only partial responses to the Applicant's repeated attempts to progress discussion of the protective provisions to ensure the safe and efficient operation of the Railway, the Applicant considers that the standard. The protective provisions are not in favour of Network Rail in Part 3 of Schedule 13 of the draft DCO are reasonable and proportionate given there is no direct interface between Network Rail's interests and the Development. The Applicant has followed up with Network Rail on multiple occasions and a response is pending. The Parties will provide a further update at Deadline 6. 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 ~~is 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 ~~is provided~~ was submitted at Deadline 5.

3.14 NOTTINGHAMSHIRE FIRE AND RESCUE SERVICE;

3.14.1 The Applicant ~~has reached out to and~~ NFRS ~~and has have~~ held a constructive ~~discussion~~ 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/6.4.5.4B] [REP3-038]** ~~and confirmed that they have no objection, but a few recommendations. The Applicant has updated the FSMP and reshared it with NFRS for consideration. An SoCG will be submitted at Deadline 6 with the final position~~ 4C] and confirmed that they have no objection.

3.15 NATIONAL GRID ELECTRICITY DISTRIBUTION (EAST MIDLANDS) PLC;

~~3.15.1 The Applicant has been in active discussions with National Grid. The Applicant continues to engage proactively with NGED and anticipates that agreement can be reached on a suitable Asset Protection Agreement and Protective Provisions before the end of the examination at Deadline 6.~~

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 ~~has 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 parties are currently engaged in negotiations and are intending to agree matters by Deadline 6. 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. ~~The Applicant is awaiting feedback and has reached agreement on the SoCG and a further update will be provided 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

~~3.18.1~~ 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. ~~A final update will be provided at Deadline 6.~~