



Great North Road Solar and Biodiversity Park

Applicants Response to NGETS Deadline 6 Submission

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Revision number 1

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

The Infrastructure Planning (Examination Procedure) Rules 2010

Applicant Position Statement

Regarding

Provisions for the protection of National Grid Electricity Transmission plc

1. Overview

- 1.1 This Position Statement is submitted on behalf of Elements Green Trent Limited (the "**Applicant**") in relation to the provisions for the protection of National Grid Electricity Transmission plc ("**NGET**") set out in Part 7 of Schedule 13 to the draft Development Consent Order (the "**Order**") (the "**Protective Provisions**"). It sets out, in detail, the Applicant's position on the matters which remain outstanding between the parties in relation to the proposed Great North Road Solar and Biodiversity Park (the "**Development**") and should be read in conjunction with the Final Statement of Common Ground with National Grid Electricity Transmission plc [EN010162/APP/8.7D] (the "**SoCG**").
- 1.2 At the time of preparing the final SoCG, the Applicant had not seen the separate position statement prepared by NGET in relation to the Protective Provisions and since submitted by NGET at Deadline 6 with reference [[REP6-074](#)] (the "**NGET Position Statement**") which is referenced by NGET in the final SoCG. The Applicant has prepared this note to address the NGET Position Statement
- 1.3 The Development is a Nationally Significant Infrastructure Project of Critical National Priority ("**CNP**") as designated under NPS EN-1 and NPS EN-3. As such, it benefits from the same policy weight and importance as other CNP infrastructure projects. The works by or on behalf of NGET to refurbish the existing 400kV single circuits between West Burton to High Marnham, High Marnham to Stoke Bardolph, Ratcliffe-on-Soar to Stoke Bardolph and Cottam to Staythorpe (the "**NGET Refurbishment Works**") are also of CNP status, pursuant to which NGET has made The National Grid Electricity Transmission (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026 (the "**CPO**") over land within the limits of the land to which the Order relates (the "**Order Limits**"). The Applicant does not dispute the importance of the NGET Refurbishment Works. However, the Development is equally a CNP project, and any framework for managing the interface between the two projects must recognise the status and importance of both.
- 1.4 NGET's should be viewed in the context of a lack of meaningful engagement with the Applicant on the Protective Provisions and the interface between the two projects. The Development Consent Order ("**DCO**") examination process is front loaded and parties are expected to raise substantive concerns early in the examination to allow those issues to be addressed early in order for the examination to be proportionate and efficient (*National Infrastructure Planning Guidance: Guidance on the examination stage for Nationally Significant Infrastructure Projects*, UK Government, 30 April 2024). The points now raised by NGET in the NGET Position Statement were not previously presented to the Applicant, despite the Applicant's attempts for NGET to engage substantively throughout the examination. The raising of these matters with the Examining Authority at such a late stage, rather than bringing them to the Applicant during the course of negotiations is in our view a matter of procedural unfairness and failure to adhere to appropriate practices in DCO examinations. Had NGET raised these issues when requested by the Applicant earlier in the examination, these issues may have been resolved by now.
- 1.5 As evidenced in the summary of correspondence at Appendix 1 to this statement (the "**Table of Correspondence**"), which was also incorporated into the Applicant's submissions in the SoCG, the Applicant has made extensive, proactive efforts to engage NGET in progressing negotiation of proportionate Protective Provisions since June 2025. NGET has given limited responses, and has to a great extent indicated that it wished for its standard form of Protective Provisions to be included in the Order without proper contemplation of the specific circumstances of the Development. The specific circumstances requiring appropriate and proportionate adaptation of NGET's standard provisions in respect of the Development have been justified to NGET. They are rehearsed here for the benefit of the Examining Authority.

1.6 The Applicant considers the Table of Correspondence to be directly relevant to the Examining Authority's consideration of the parties' conduct to ensure that the Examining Authority has full visibility of the pattern of engagement between the parties. The Table of Correspondence demonstrates that between 27 June 2025 and 20 April 2026 (a period of almost ten months), the Applicant sought input from NGET in relation to changes to the standard NGET Protective Provisions to make them proportionate to the specific circumstances of the Development, and reached out to them in relation to this on at least 24 occasions. In contrast, NGET responded on only 6 occasions. The limited extent of responses by NGET has frustrated meaningful, constructive engagement in the course of examination. This in turn has not allowed timely resolution of the matters in disagreement. The Applicant is concerned that this approach to engagement could create risks to the future delivery of the Development if continued in this manner within the framework of NGET's framework of its standard Protective Provisions.

1.7 The Applicant has at all times sought to work constructively with NGET to achieve the coexistence of the Development and the NGET Refurbishment Works. The Applicant has undertaken the following in order to engage with NGET and proactively address its concerns.

1.7.1 **Designed the Development around NGET's existing apparatus:** The Applicant has designed the Development to take full account of the route of NGET's existing overhead lines. The Development's design already accommodates NGET's infrastructure, and the Applicant does not propose any changes to NGET's electrical equipment;

1.7.2 **Sought to engage NGET from the outset:** The Applicant consulted NGET in accordance with Section 42 of the Planning Act 2008 during pre-application consultation. NGET has been aware of the Development through statutory consultation and other engagement since well before the Application was submitted;

1.7.3 **Entered into property agreements with NGET:** The Applicant concluded an option agreement with NGET in relation to NGET's Category 1 interests on 16 May 2025. This agreement governs the relationship between the parties in relation to Plots 1/9 and 1/11;

1.7.4 **Carved out NGET's interests:** NGET's operational land at the Staythorpe substation (Plot 1/10) is expressly excluded from acquisition under Article 22(3) of the draft Order. The Applicant does not seek to acquire any land in NGET's ownership; and

1.7.5 **Proposed a voluntary Interface Agreement:** The Applicant is seeking to conclude a voluntary agreement with NGET to manage the interface between the Development and the NGET Refurbishment Works (the "**Interface Agreement**"). Such an agreement would allow both projects to coexist and be delivered without prejudice to either.

1.8 The consequence of NGET's lack of substantive engagement with the Applicant until almost the close of examination of the Development is that NGET is putting forward an unreasonable and disproportionate set of protective provisions, which the Applicant has not had the opportunity to substantially progress with NGET. The Applicant has proposed modest changes to the standard NGET Protective Provisions which are proportionate to the interface between NGET and the Development and reflect the specific circumstances of the interface wherein NGET has made a CPO over parts of the "**Order Land**" (this being the land within the Order Limits in respect of which the Applicant is seeking powers of compulsory acquisition) which must be addressed in a way that takes account of the risk this poses to delivery of the Development.

2. **Section 127 of the Planning Act 2008**

2.1 Section 127(3) (acquisition of land) of the Planning Act 2008 is not engaged in respect of the draft Order as no land is proposed to be compulsorily acquired from a statutory undertaker.

- 2.2 Section 127(6) (acquisition of new rights/restrictions over statutory undertaker land) is engaged in relation to NGET's land in Plots 1/9 and 1/11. However, as confirmed above, the Applicant has an option agreement in relation to these land parcels which governs the relationship between the parties. The land remains in the Order Land in the event that there are any third party interests which could prejudice the delivery of the Development. As noted above, NGET's operational land at the Staythorpe substation (Plot 1/10) is expressly excluded from acquisition under Article 22(3) of the draft Order.
- 2.3 The Applicant does not consider that NGET will suffer serious detriment to the carrying on of its undertaking as a result of the compulsory acquisition of rights and restrictive covenants over these land parcels. Nor has NGET identified any such detriment. The tests set out in Section 127(6) of the Planning Act 2008 are therefore satisfied.
- 2.4 With regard to the land in which the NGET Refurbishment Works would be located and which overlaps with the Order Land, NGET is not the landowner. Accordingly, Section 127 of the Planning Act 2008 is not engaged in relation to this land.

3. **Compulsory Acquisition Powers**

- 3.1 The Applicant cannot accept a blanket restriction preventing it from exercising compulsory acquisition powers over NGET's land, apparatus and interests without NGET's consent. The reasons for this position are as follows.

3.2 **Risk to the Development**

- 3.3 On 12 February 2026, NGET made the CPO (which overlaps with the Order Land in a number of places). Meetings were held by the Applicant and Ardent (representing NGET) to discuss and potentially agree alternative routes for the carrying out of the works associated with the CPO which would pose less of a risk to the Development. The Applicant provided a proposed solution which would allow for the co-existence of the Refurbishment Works and the Development to NGET on 25 February 2026 and is still awaiting a response on whether those amendments can be accommodated.
- 3.4 NGET's CPO, if confirmed, would enable NGET to exercise compulsory acquisition powers over certain parts of the land parcels to which the Order relates, and on which solar panels and cabling are proposed to be constructed, without the Applicant's prior agreement. Yet NGET is requiring the Applicant to commit to not exercising its compulsory acquisition powers under the Order without NGET's consent and to be under various 'coexistence' or 'cooperation' related obligations so as not to impede the delivery of NGET's projects (see paragraph 4.2 below). This is considered unbalanced and unreasonable.
- 3.5 The Protective Provisions in the Order and NGET's CPO (to which the Applicant has necessarily had to object in order to protect its land interests) cannot be treated as separate matters. NGET requires the Applicant to commit to not exercising compulsory acquisition powers over the land which is required for both the Development and the NGET Refurbishment Works without NGET's consent. There is no certainty that the scheme subject of NGET's CPO will proceed, and such a commitment would place an unreasonable restriction on the Applicant's powers of compulsory acquisition with the potential to cause considerable delay and to impede delivery of the Development. If a restriction on the exercise of compulsory acquisition powers is to be accepted, it must be reciprocal. Accordingly, the Applicant's ability to exercise compulsory acquisition powers in respect of the land over which NGET is also seeking to acquire new rights must be retained unless and until the terms of a land and collaboration agreement have been agreed between the parties and that agreement has been completed.
- 3.6 NGET relies on the arbitration and "unreasonableness" safeguards in its preferred form of Protective Provisions as providing adequate protection for the Applicant. However, these safeguards are considered by the Applicant to be wholly inadequate and would only be engaged in circumstances where the parties were already in dispute (which would inevitably result in delay to the Development's delivery). Furthermore, NGET's conduct in the course of the examination of the Application gives the Applicant little confidence that NGET will act promptly and engage proactively in relation to the interface between the Development and the NGET Refurbishment Works going forward (to which we now turn).

3.7 **NGET Refurbishment Works**

3.8 The CPO has been made to facilitate NGET's refurbishment of existing overhead lines. The land which is the subject of the CPO, and which overlaps with the Order Land, is required primarily for the creation of access routes to the overhead line, not for the installation of new NGET apparatus.

3.9 These access routes, as proposed by NGET, are in conflict with the design of the Development and, if implemented, would reduce the Development's output contrary to the National Policy Statement for renewable energy infrastructure (EN-3), which states: "*For a solar farm to generate electricity efficiently the panel array spacing should seek to maximise the potential power output of the site*" (paragraph 2.10.53, EN-3). The effect of NGET's position is to prioritise access rights needed in respect of the NGET Refurbishment Works over the rights required to secure delivery of the Development and essential renewable electricity generation.

3.10 The Applicant considers that suitable access routes for the NGET Refurbishment Works can be accommodated within the design of the Development such that the coexistence of both projects can be achieved as shared with NGET on 25 February 2026 . However, this still requires NGET to engage constructively with the Applicant on the points of interface between the two projects, including in the context of proportionate Protective Provisions.

4. **Coexistence**

4.1 Given the concerns detailed above, the Applicant cannot accept any "coexistence" provision that would impose obligations solely on the Applicant to avoid conflict with NGET's projects.

4.2 The "coexistence" provision sought by NGET creates obligations only on the Applicant, with no reciprocal obligations on NGET. The provision would require the Applicant to: consult with NGET on detailed design and programming; have regard to NGET's anticipated programme of works; ensure the Development does not unreasonably impede or interfere with NGET's projects; undertake the placing of ducting or make provision for NGET's projects; and provide a point of contact for continuing liaison. NGET would have no equivalent obligations imposed in respect of the Development.

4.3 This one-sided approach is inappropriate and unreasonable where both projects are of CNP status. If a coexistence provision is to be included in the Protective Provisions in the Order, it must impose reciprocal obligations on both parties to ensure that neither project unduly interferes with, obstructs or delays the other.

4.4 The Protective Provisions in the Order relate to the protection of NGET from the Development's works. The CPO and NGET Refurbishment Works are subject to separate consenting processes over which the Examining Authority has no jurisdiction. It is therefore inappropriate to address the interface between the two projects through the Protective Provisions alone, which are inherently one-directional.

4.5 The appropriate mechanism for addressing the interface between the Development and the NGET Refurbishment Works is a separate, voluntary Interface Agreement entered into between the parties. Such an agreement would impose reciprocal obligations on both parties to cooperate and to coordinate their works, address matters relating to both the Development and the NGET Refurbishment Works (not just the Development), properly address and secure the land rights required by both parties (including the overlap between the Order Land and the land that is the subject of the CPO), and be enforceable by both parties on a reciprocal basis.

4.6 The Applicant has been endeavouring to engage NGET in meaningful discussion regarding the detailed terms of the required Interface Agreement.

5. **Insurance and Security**

5.1 The Applicant accepts NGET's requirement for 'acceptable insurance' and 'acceptable security' under the Protective Provisions, insofar as the provision excludes certain permitted

preliminary works (the “**Modified Permitted Preliminary Works**”). The Modified Permitted Preliminary Works are defined to exclude the diversion and laying of apparatus and any below-ground surveys within 15 metres of NGET apparatus – activities which the Applicant accepts have the potential to impact NGET’s apparatus.

5.2 NGET apparatus within and in close proximity to the Order Limits comprises overhead 400kV electricity transmission lines and associated above-ground infrastructure. NGET has suggested that activities such as the erection of construction fencing and temporary structures involving the driving of posts into the ground could damage NGET’s apparatus. NGET has not informed the Applicant of any underground apparatus in the relevant areas. Such examples are therefore not relevant to the specific circumstances of this Development. The Applicant has expressly informed NGET that it is willing to discuss a more specific set of Modified Permitted Preliminary Works. However, the Applicant has only recently had any substantive engagement on the Protective Provisions from NGET, which has precluded meaningful discussion of this issue.

5.3 The standard form of Protective Provisions would require the Applicant to provide insurance and security to the value of £50 million before undertaking any works “*on any land owned by [NGET] or in respect of which [NGET] has an easement or wayleave for its apparatus or any other interest*”. This would include, for example, walk-over surveys – an excessively broad and onerous requirement for activities that pose no realistic risk to NGET’s overhead apparatus but creates a substantial cost burden to the Applicant, ultimately driving up the cost of developing renewable energy infrastructure contrary to the core driver in national planning policy and the Clean Power 2030 Action Plan to support affordable, low-cost renewables (*National Policy Statement for Renewable Energy Infrastructure (EN-3), 2025*, para 1.1.3)

6. **Plans for Specified Works**

6.1 The Applicant seeks to include wording clarifying that, in relation to the plans detailing specified works, a new plan submitted in substitution would be treated as a ‘new plan’ rather than an amendment or update to a previously submitted plan. If this is the intended meaning of the original drafting, the clarifying amendment should be acceptable to avoid any future dispute.

7. **Expenses and Costs**

7.1 The Applicant accepts the principle of paying NGET’s reasonably incurred expenses. The Applicant seeks to include clarifying wording to confirm that expenses already paid pursuant to reasonably anticipated charges cannot subsequently be claimed again as incurred expenses, thereby avoiding any risk of double-counting. If anticipated expenses cannot have already been paid (as has been suggested by NGET), the clarifying wording should be acceptable and provides useful certainty.

8. **Dispute Resolution**

8.1 The Applicant’s position is that there must be an effective dispute resolution mechanism available for all matters arising under the Protective Provisions and any side agreement.

8.2 The Applicant accepts that arbitration is not appropriate for certain provisions that relate solely to the exercise of NGET’s discretion in its capacity as statutory undertaker.

8.3 Accordingly, for disputed matters including those where arbitration is not appropriate, the Applicant has included provision for the escalation of matters to senior management as an intermediary step. This approach ensures that all matters can ultimately be resolved while respecting the proper exercise of NGET’s discretion on those matters. By including this provision expressly in the Protective Provisions with fixed time limits, the Applicant is seeking to ensure a degree of certainty and avenue for remedy where the statutory undertaker fails to engage in the disputed matter.

9. **Applicant Position**

- 9.1 The Applicant has proactively sought to reach agreement with NGET on suitable Protective Provisions to address the concerns raised in NGET's Relevant Representation and Written Representation. As evidenced by the Table of Correspondence, the Applicant has made extensive efforts to engage NGET in progressing negotiation of proportionate Protective Provisions. NGET has given limited responses, and has to a great extent insisted on its standard form of Protective Provisions without proper consideration of the specific circumstances of the Development.
- 9.2 The Applicant is committed to working with NGET to ensure the coexistence of the Development and the NGET Refurbishment Works. As explained above, the Applicant has designed the Development from its inception around NGET's existing apparatus, carved out NGET's operational interests, entered into a property agreement with NGET, and proposed an Interface Agreement to manage the relationship between the two projects.
- 9.3 The Applicant will continue to engage with NGET beyond the close of examination and will provide an update to the Examining Authority should further agreement on the terms be reached. However, in the event that no meaningful progress is made, 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. Those Protective Provisions include all points already agreed between the Applicant and NGET, and represent a justified and proportionate position as between the Development and the Refurbishment Works taking account of the status of each.

APPENDIX 1

TABLE OF CORRESPONDENCE

The following table summarises the correspondence between the Applicant and NGET on the Protective Provisions for NGET in relation to the Development. This table evidences the Applicant's extensive efforts to engage NGET and NGET's limited substantive responses.

<u>Date</u>	<u>Summary of correspondence</u>
<u>27 June 2025</u>	Applicant contacted NGET.
<u>7 July 2025</u>	Applicant sought input from NGET.
<u>21 July 2025</u>	NGET responded to Applicant.
<u>8 October 2025</u>	Applicant sought input from NGET.
<u>15 October 2025</u>	Applicant sought input from NGET.
<u>17 October 2025</u>	Applicant sought input from NGET.
<u>17 October 2025</u>	NGET responded to Applicant.
<u>9 December 2025</u>	Applicant sought input from NGET.
<u>12 December 2025</u>	Applicant sought input from NGET.
<u>15 January 2026</u>	Initial meeting between technical/land representatives for NGET and the Applicant.
<u>21 January 2026</u>	Applicant sought input from NGET.
<u>28 January 2026</u>	Applicant sought input from NGET.
<u>12 February 2026</u>	Applicant sought input from NGET.
<u>13 February 2026</u>	Follow up technical meeting between the Applicant and NGET's land agent.
<u>15 February 2026</u>	NGET responded to Applicant.
<u>16 February 2026</u>	Applicant acknowledged NGET's response.
<u>24 February 2026</u>	Follow up technical meeting between the Applicant and NGET's land agent.
<u>25 February 2026</u>	Applicant technical team followed up with NGET.
<u>10 March 2026</u>	Applicant sought input from NGET.
<u>12 March 2026</u>	Follow up technical meeting between the Applicant and NGET's land agent.
<u>17 March 2026</u>	Applicant sought input from NGET.

<u>24 March 2026</u>	Applicant sought input from NGET.
<u>26 March 2026</u>	Applicant sought input from NGET.
<u>27 March 2026</u>	NGET responded to Applicant, and Applicant responded in turn.
<u>30 March 2026</u>	Applicant sought input from NGET.
<u>1 April 2026</u>	Applicant sought input from NGET.
<u>7 April 2026</u>	Applicant sought input from NGET.
<u>7 April 2026</u>	NGET responded to Applicant.
<u>8 April 2026</u>	Applicant sought input from NGET.
<u>9 April 2026</u>	Applicant sought input from NGET.
<u>10 April 2026</u>	NGET responded to Applicant.
<u>13 April 2026</u>	Applicant responded to NGET.
<u>14 April 2026</u>	Applicant sought input from NGET.
<u>15 April 2026</u>	NGET and Applicant held meeting.
<u>17 April 2026</u>	Applicant sought input from NGET.
<u>20 April 2026</u>	Applicant sought input from NGET.