

AENC-NG-CNS-REP-0241

Norwich to Tilbury

Volume 8: Examination Documents

**Document: 8.3.25 Signed Statement of Common Ground - Pivoted
Power LLP and Ashgreen Energyfarm LTD -Tracked Changes Version**

Final Issue C

July 2026

Planning Inspectorate Reference: EN020027

nationalgrid

Revision History

Version	Date	Submitted at
A	26 February 2026	Deadline 1
B	12 May 2026	Deadline 4
<u>C</u>	<u>21 July 2026</u>	<u>Deadline 7</u>

Pivoted Power LLP (Pivot Battery Project) ~~Draft~~ and Ashgreen Energyfarm LTD (Bloy's Grove Solar Farm - grid connection) Statement of Common Ground

1. Purpose of the Statement of Common Ground

This Statement of Common Ground (SoCG) has been prepared to ~~reflect the current understanding of the areas of~~ confirm to the Examining Authority where agreement ~~and any remaining points of discussion~~ has been reached and where agreement has not been reached between National Grid ~~and~~ Pivoted Power LLP and Ashgreen Energyfarm LTD regarding specific issues arising during construction, operation, maintenance and decommissioning of the proposed Norwich to Tilbury Project (the Project) and its interface with Pivoted Power ~~assets.~~ The aim is to clarify the shared understanding of any issues and facilitate an efficient resolution process. The SoCG is intended to be a live document and will be updated as necessary throughout the pre-examination and examination stages of the DCO process. LLP and Ashgreen Energyfarm LTD's assets.

This final version of the SoCG has been submitted at Examination Deadline 7.

2. Parties to the SoCG

This SoCG is agreed between National Grid ~~and~~ (the Applicant), Pivoted Power LLP and Ashgreen Energyfarm LTD.

3. Summary of matters ~~under discussion~~

This final SoCG deals with four matters in total, of which all four matters are agreed.

~~As requested by the Examining Authority, the below table provides an 'at a glance' summary of matters which are under discussion, together with a deadline by which such matters are expected to be resolved.~~

SoCG-ID	Summary of matter under discussion	Deadline for resolution
7.1	Agreement needed on how NG and PP will coexist and be formally documented	Discussions likely to continue beyond deadline 7
7.2	Ensuring NG's haul road access does not compromise	Discussions likely to

SoCG ID	Summary of matter under discussion	Deadline for resolution
	PP's easement, while allowing both parties required access	continue beyond deadline 7
7.3	Confirmation that NG's works will not damage, obstruct, or require alterations to PP's cable, and that access will be protected	By deadline 7
7.4	Agreement on safeguarding measures, working methods, and coordination to protect PP's cable during NG works	By deadline 7
7.5	Whether protective provisions or a side agreement will be secured where NG's order limits overlap PP's cable easement	By deadline 7

4. Background

4.1 Description of the Project/Development

National Grid Electricity Transmission plc ('National Grid') owns and maintains the national high voltage electricity transmission network throughout England and Wales. The transmission network connects the power from where it is generated to the regional Distribution Network Operators who then supply businesses and homes.

National Grid holds the Transmission Licence for England and Wales, and its statutory duty is to develop and maintain an efficient, coordinated and economical system of electricity transmission and to facilitate competition in the generation and supply of electricity, as set out in the Electricity Act 1989.

National Grid has developed plans for Norwich to Tilbury (referred to as the 'Project'). The Project would support the UK's net zero target through the connection of new low carbon energy generation in East Anglia and by reinforcing the transmission network.

The Project comprises reinforcement of the transmission network between the existing Norwich Main Substation in Norfolk and Tilbury Substation in Essex, via Bramford Substation, the new East Anglia Connection Node (EACN) Substation and the new Tilbury North Substation.

The reinforcement is needed because the existing transmission network, even with current upgrading, will not have sufficient capacity for the new renewable energy (a substantial proportion of which would be generated by offshore wind) that is expected to connect to the network over the next 10 years and beyond. Completion of the Project, together with other new reinforcements across the country, will meet this future energy transmission demand both in East Anglia and across the UK.

The Project is a Nationally Significant Infrastructure Project (NSIP), and National Grid is seeking development consent under statutory procedures set by government. NSIPs are projects of certain types, over a certain size, which are considered by the government to be of national importance, hence permission to build them needs to be given at a national level, by

the relevant Secretary of State (in this case the Secretary of State for Energy Security and Net Zero). Instead of applying to the local authority for planning permission, the developer must apply to the Planning Inspectorate for a Development Consent Order (DCO) that would grant development consent.

National Grid ~~will submit~~has submitted an application for development consent to the Planning Inspectorate. The Examining Authority (consisting of ~~one or more~~five examining inspectors), after a period of public examination, ~~would~~will make their recommendation to the Secretary of State for Energy Security and Net Zero, who in turn ~~would~~will decide on whether development consent should be granted for the Project.

The Project is identified as critical to delivering a network which supports the clean power pathways for 2030 delivery.

The Planning Act 2008 places duties on National Grid as the DCO applicant to consult with prescribed or affected persons as well as to take account of responses to consultation and publicity. In accordance with these statutory requirements, National Grid has undertaken two non-statutory and one statutory consultation to inform its proposals, with further ~~recent~~ targeted consultations.

5. Stakeholder Interests

Pivoted Power LLP ~~is a~~and Ashgreen Energyfarm LTD are wholly owned ~~subsidiary~~subsidiaries of EDF Energy Renewables ~~Limited. Pivot~~LTD. Pivoted Power LLP is developing a battery energy storage system on privately owned land east of Norwich Main substation (“the Pivot Battery Project”). Rights for the cable route connecting the Pivot Battery Project to the National Grid Electricity Transmission plc (NGET) Norwich Main substation were granted by ~~National Grid Electricity Transmission plc (“NGET”)~~ under a Deed of ~~Easement~~Grant dated 18 July 2025. Part of the Pivot Battery Project cable route is included in the Project’s Order Land. A mirror Deed of Easement was also granted to Ashgreen Energyfarm LTD in connection with the Bloy’s Grove Solar Farm to the south.

~~National Grid is seeking to ensure that the interests of both parties and how they may be affected by the interaction are understood. From this position the aim is for the parties to agree actions to avoid or reduce the implications and for any remedial measures to be agreed. On this basis we seek the input from Pivoted Power to demonstrate how their interests may be affected, how Pivoted Power or National Grid and its contractors can collectively reduce those effects and input to agree the implementation of such measures.~~

6. Engagement history

The chronology of ~~National Grid’s~~the Applicant’s engagement with Pivoted Power LLP and Ashgreen Energyfarm LTD to date, and the evolution of the Project’s design is summarised as follows:

- Non-statutory consultation: April - June 2022 (graduated swathe)
- Non-statutory consultation: June – August 2023 (draft alignment)

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- Statutory consultation: April – July 2024
- Landowner consultation: June – July 2025
- Discussions held:
 - ~~Discussion held on 14th~~ 14 April 2025
 - 24 April 2026
- Letter Received ~~17th~~ 17 July 2025

The parties ~~continue~~continued to engage through regular email correspondence in relation to the matters described in this Statement of Common Ground, also working towards completion of the legal agreement referred to below.

7. ~~6.~~ **Matters Agreed**

ID	Issue	Agreement reached	Date agreed	Relevant documentation
6-1				

7. Matters Currently Under Discussion

ID	Issue	National Grid Position	Stakeholder Position	Relevant documentation
<u>ID</u>	<u>Issue</u>	<u>Agreement reached</u>	<u>Date agreed</u>	
7.1	Project interface	The Applicant and the stakeholder agree about project interaction, with already existing arrangements and suitable mitigation arrangements put in place. Project interface	Pivot believe NG's use of the cable route land can coexist with PP's infrastructure Pivot expects NG to continue meaningful negotiations to document interface arrangements The Project interface is to be agreed within Heads of Terms for a legal settlement agreement. The Parties are in active negotiations, and commit to executing the legal settlement agreement once Heads of Terms are agreed.	Pivoted Power LLP Relevant Representatio n (ref- PR-2963) July 2026

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ID	Issue	National Grid Position	Stakeholder Position	Relevant documentation #
<u>ID</u>	<u>Issue</u>	<u>Agreement reached</u>	<u>Date agreed</u>	
7.2	Access Haul Road	The Applicant cannot accept the request in its current form because NG required 24/7 access to the haul road for essential construction activities The Applicant will work with PP to find a mutually acceptable solution if access is needed during or after construction. <u>Access route / Project haul road</u>	As stated in the Evershed letter (17th July 2025): Ng's works must not interfere with or compromise PP's easement. The cable infrastructure must be fully protected during construction, operation, and maintenance of the project. <u>The use of the Access route / Project haul road, including National Grid's requirement for access at all reasonable times and on reasonable notice during construction, is to be covered within these Heads of Terms and the subsequent legal settlement agreement. The Parties have agreed that the Applicant shall use all reasonable endeavours not to obstruct Pivoted Power LLP's access to their cable via the Haul Road for maintenance purposes, as set out in the Deed of Grant.</u>	<u>July 2026</u>

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ID	Issue	National Grid Position	Stakeholder Position	Relevant documentation #
<u>ID</u>	<u>Issue</u>	<u>Agreement reached</u>	<u>Date agreed</u>	
7.3	Cable-Installation	The cable has been installed, with fibre optic pull due for completion by March 2026 The Applicant will work with PP regarding any operational/maintenance access required post construction The Applicant is committed to further discussion and to agreeing either protective provisions or a side agreement. <u>Cable installation</u>	As stated in the Eversheds letter (17th July 2025), PP required written confirmation that NG's works will not: Damage, prevent or obstruct the installation/operation of the cable Require removal, diversion, or relocation of the cable Impede access for maintenance or operations The cable installation and associated access requirements are to be covered within these Heads of Terms and the subsequent legal settlement agreement. The Parties have agreed that the Applicant will not exercise its powers under the DCO in a way that would damage, prevent or obstruct the cable, or require the cable to be removed, diverted or relocated, insofar as the Applicant's Biodiversity Net Gain land interacts with the cable.	<u>July 2026</u>

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ID	Issue	National Grid Position	Stakeholder Position	Relevant documentation #
ID	Issue	Agreement reached	Date agreed	
7.4	Co-ordination and safeguarding measures	Regular coordination meetings are already taking place with customers. The Applicant is committed to continuing discussions and agreeing protective provisions of a side agreement. <u>Safeguarding measures</u>	As stated in the Evershed letter (17th of July 2025), PP required: Appropriate safeguarding measured to protect the cable and associated infrastructure Coordination with PP/their representatives before any works begin Agreement of working methods and protection arrangements. <u>Safeguarding measures are to be covered within these Heads of Terms and the subsequent legal settlement agreement, including appropriate measures to protect the cable and associated infrastructure. The Parties have agreed that the Applicant shall use reasonable endeavours to ensure safeguarding against any damage to Pivoted Power LLP's apparatus, with all reasonable precautions taken to minimise the risk of damage to the cable in compliance with approved Risk And Method Statements (prior to commencing works within 15 metres of the cable).</u>	<u>July 2026</u>
7.5	Protective Provisions	The Applicant is committed to further discussions to agree protective provisions or to enter into a side agreement.	As stated in the Evershed letter (17th July 2025) <u>Where the DCO order limits overlap with the cable easement, protective provisions or a side agreement must be put in place covering issues raised in points 1-3.</u>	

Figure 1 Pivoted ~~Powers~~Power LLP's interaction with the Norwich Main substation



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8. Signatures

This Statement of Common Ground is agreed upon by the undersigned parties:

For National Grid

Name: Simon Pepper

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Simon Pepper
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Position: Project Director

Date: 15/07/2026

For Pivoted Power LLP

Name: Grant Folley

Signed by:
Grant Folley
C3DD58EDC715493...

Position: Head of Origination and Planning – Solar, Storage and Private Wire

Date: 15/07/2026

For Ashgreen Energyfarm LTD

Name: Grant Folley

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Position: Head of Origination and Planning – Solar, Storage and Private Wire

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Changes:	
<u>Add</u>	65
Delete	55
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	2
Table Delete	8
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
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