

AENC-NG-CNS-REP-0239

Norwich to Tilbury

Volume 8: Examination Documents

**Document: 8.3.23 Final Statement of Common Ground - Pace Nano
Energy (Grange Farm Solar) - 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>

PACE Nano Energy Limited (Grange ~~Farm~~ Solar Farm) ~~Draft~~Final Statement of Common Ground

1. Purpose of the Statement of Common Ground

This Statement of Common Ground (SoCG) has been prepared to ~~outline 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 PACE Nano Energy Limited regarding specific issues arising during construction and/or operation from the interface between the proposed Norwich to Tilbury Project (the Project) and the Grange Solar Farm development.

~~The aim is to clarify the shared understanding of any issues and facilitate an efficient resolution process.~~

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

2. Parties to the SoCG

This SoCG ~~is agreed between~~has been prepared by National Grid (the Applicant) and Pace Nano Energy Limited (PACE Nano).

3. Summary of matters ~~under discussion~~

This final SoCG deals with 6 matters in total, of which 4 are agreed and 2 are under discussion.

The matters under discussion are to be covered in the legal agreement currently being negotiated between the Applicant and PACE Nano.

~~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	The Applicant is exploring design and legal measures to minimise impact, PACE Nano needs key modifications agreed before construction to avoid major loss of capacity	February 2027
7.2	The Applicant has adjusted designs but some interaction with	February 2027

SoCG ID	Summary of matter under discussion	Deadline for resolution
	PAGE Nano's 132kV connection remains, both sides are discussing mitigations, with PAGE seeking a binding commitment	
7.3	The Applicant needs permanent access but is willing to reroute it, PAGE agrees if access avoids solar areas and is legally guaranteed	February 2027
7.4	Both parties agree formal contractual protections are needed, Heads of terms are agreed and negotiation of a detailed agreement is in progress.	February 2027

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 has submitted an application for development consent to the Planning Inspectorate. The Examining Authority (consisting of five examining inspectors), after a period of public examination, will make their recommendation to the Secretary of State for Energy Security and Net Zero, who in turn 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 targeted consultations.

5. Stakeholder Interests

PACE Nano has legal interests that have the potential to interact with the ~~Norwich to Tilbury proposals~~ [Project](#). This has been identified as Grange [Solar](#) Farm, Old Bury Road, Suffolk. PACE Nano's legal interests are in land over which PACE Nano ~~has secured~~ [planning permission on 9 November 2023](#) under reference DC/22/02667 for: Ground mounted solar photovoltaic (PV) farm; along with continued agricultural use, ancillary infrastructure and security fencing, landscaping provision, ecological enhancements and associated works (Grange Solar Farm), ~~launched with Mid Suffolk District Council on 23rd May 2022. It was granted on 09th November 2023.~~ [The planning permission has been implemented, is in construction and has an anticipated operational date of December 2026.](#)

~~National Grid is seeking to ensure that the interests of both parties and how they may be affected by the interaction are understood and can co-exist. 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 PACE Nano to demonstrate how their interests may be affected, how PACE Nano or National Grid and its contractors can collectively reduce those effects and input to agree the implementation of such measures. The parties intend to enter into protective provisions and any necessary legal agreement to legally secure the agreed position.~~

6. Discussions Held

- Non-statutory consultation: [April-June 2022](#) (graduated swathe)
- Non-statutory consultation: [June – August 2023](#) (draft alignment)
- Statutory consultation: [April – July 2024](#)
- Landowner consultation: [June – July 2025](#)

- ~~Teams Meeting Dates: 15th May 2025, 13th June 2025, 27th June 2025, 2nd July 2025, 15th July 2025~~
- Teams Meeting Dates:
 - 15 May 2025
 - 13 June 2025
 - 27 June 2025
 - 2 July 2025
 - 15 July 2025
- Following signed Heads of Terms, negotiations for a Commercial Agreement are well progressed ~~and the~~ The parties ~~continue~~continued to engage during the examination through regular email correspondence in relation to the matters described in this Statement of Common Ground.

7. ~~6.~~ Matters Agreed

ID	Issue	Agreement reached	Date agreed	Relevant documentation
6.1 <u>7.1</u>	Overarching issues detailed below <u>Heads of Terms</u>	Key issues and obligations between the parties are agreed in signed Heads of Terms.	February 2026	Heads of Terms
<u>7.2</u>	<u>Continued engagement and collaboration to minimise impacts</u>	<u>The parties acknowledge the interfaces between their projects. The parties will continue to engage to coordinate these interfaces, minimise impacts where reasonably practicable, and ensure appropriate mitigation, protection measures, and reinstatement are secured through detailed design and construction.</u>	<u>July 2026</u>	

~~7. Matters Currently Under Discussion~~

<u>7.3</u>	Issue <u>Legal agreement</u>	National Grid Position Stakeholder Position <u>To address the areas of interface identified by PACE Nano, the parties are negotiating a legally binding agreement. This agreement will secure the commitments and arrangements both parties are agreeing to manage interfaces, and will enable design modifications that mitigate the impacts on the Grange Solar Farm, facilitating the withdrawal of PACE Nano from the examination.</u>	Status <u>July 2026</u>	Relevant documentation
7.1 <u>7.4</u>	Permanent loss of development	While <u>Both parties agree that ongoing coordination during the Applicant has designed the overhead line works to minimise the location of assets within</u>	Ongoing Discussion <u>July</u>	PP-11211367- planning application

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tion Working
Group

~~Grange Solar Farm and to avoid permanent loss of development footprint wherever possible, under the current design, pylons, oversail, low voltage diversions and access requirements fall within the consented Grange Solar Farm site.~~

construction phase will be required. A construction-phase coordination mechanism, such as a working group. ~~To address Areas 1, 2 and 3 identified by PACE Nano, the Applicant will enter a legally binding agreement which will provide that:-~~

~~1. PACE Nano will arrange and fund UK Power Networks~~be established to facilitate communication ~~and its appointed Independent Connection Provider (ICP) to underground~~manage interactions between ~~the 11kV overhead line affecting Project and the Grange Solar Farms~~solar PV facility, including ~~securing all required land rights~~matters such as access, outages, and ~~consents~~maintenance activities.

~~2. The Applicant will reimburse all reasonably incurred costs associated with~~provide a named point of contact for the undergrounding works, including reasonable legal costs, with the payment ~~construction contractor.~~

The scope and operation of this coordination ~~mechanism defined in the agreement.~~

~~3. PACE Nano will use reasonable endeavours to facilitate the grant of suitable alternative access rights to towers PKF35 and PKF36 (as identified on the relevant plan) to the Applicant and/or UKPN, to the Applicant's reasonable satisfaction.~~

~~4. be~~ The Applicant will not exercise any DCO powers over the relevant area of the site, providing the Applicant is satisfied (acting reasonably) that the undergrounding works have been completed sufficiently in advance of the expiry of The Applicant's DCO powers.

~~5. The Applicant will not exercise any DCO powers over the relevant area~~

2026

~~with Mid Suffolk District Council on behalf of PACE Nano.~~

~~Draft Commercial Agreement under negotiation~~

~~of the site, provided the Applicant is satisfied (acting reasonably) that alternative access rights have been granted to the Applicant and/or UKPN sufficiently in advance of the expiry of the Applicant's DCO powers.~~

~~6. PACE Nano will not install panels, structures, apparatus or planting within the DCO's Limits of Deviation 400kV overhead line, without the Applicants's consent.~~

~~The Applicant confirms that the final plan and implementation timeline will be formalised within the agreement, and that works will be tied to the expected DCO decision date (February 2027) to avoid programme delays.~~

~~PACE Nano identified the potential scale of impact to the generating capacity of Grange Solar Farm that would affect the feasibility of the site. PACE Nano quantified this impact in terms of generating capacity and financial implications, and it is significant.~~

~~PACE Nano has identified that NGET's proposed development affects Grange Solar Farm in three different areas (Area 1: substation interface, Area 2: access area, and Area 3: west/line area), and as such requires NGET agree to the following by way of Commercial Agreement to mitigate the loss in generating capacity:-~~

- ~~1. NGET will not exercise its DCO powers in the area shaded green on the relevant plan agreed between the parties around the substation area~~[ahead of construction](#).
- ~~2. Once the OHL works are undergrounded, NGET will not exercise its DCO powers in the area shaded green on the relevant plan agreed between the parties enabling PACE Nano to build out its scheme fully in this area.~~
- ~~3. Provided NGET is satisfied with the alternative access rights granted by the landowner to towers PKF35 and PKF36 (as identified on the~~

relevant plan), NGET will not exercise its DCO powers in the area shaded pink on the relevant plan agreed between the parties.

4. NGET to will assist with engagement with UKPN to underground all of the overhead line affecting the site on the existing hedgerow line to the south and to pay for any relevant costs including legal costs. Although PACE Nano will be the party communicating directly with UKPN, National Grid involvement is required to make sure that the works can be agreed on time and that PACE has no responsibility on the approval or not of these works

5. Any reasonable and properly incurred costs in relation to the modifications (including legal costs) will be borne by National Grid.

PACE Nano requires the Commercial Agreement be agreed as soon as possible and well before Grange Solar Farm is operational (anticipated December 2026).

8. Matters Currently Under Discussion

<u>ID</u>	<u>Issue</u>	<u>National Grid Position</u>	<u>PACE Nano Position</u>	<u>Status</u>	<u>Relevant documentation</u>
7.28.1	Modifications to Existing Equipment <u>Alternative access rights to towers PKF35 and PKF36</u>	The Applicant has amended aspects of its proposals to reduce interactions with PACE Nano's intended 132kV connection works. The Applicant recognises that the project <u>Project</u> may still interface with PACE Nano's connection point and confirms that it will secure the necessary	PACE Nano's interest is in ensuring its connection is maintained. As noted above, PACE Nano is willing to use reasonable endeavours to facilitate the grant of suitable alternative access rights to towers PKF35	Ongoing Discussion	Draft Commercial Agreement under negotiation

<u>ID</u>	<u>Issue</u>	<u>National Grid Position</u>	<u>PACE Nano Position</u>	<u>Status</u>	<u>Relevant documentation</u>
		powers to undertake modifications required by the 132kV asset owner while maintaining PACE Nano's connection. The Applicant is actively discussing design modifications with PACE Nano and is prepared to formalise agreed commitments within a legally binding agreement.	and PKF36 (as identified on the relevant plan) to NGET and/or UKPN, to NGET's reasonable satisfaction.		
7.38.2 <u>7.38.2</u>	Operational Effects (excluding reduced panel numbers)	The Applicant requires a permanent right of access to the modified 132kV connection for inspection and maintenance. The Applicant confirms its willingness, subject to landowner consent, to relocate the access route to utilise an existing gate and an agreed route within the adjoining field. The Applicant will formalise this access arrangement within a legally binding agreement and will not use access through the solar panel area once an alternative route is secured. The acting agent has confirmed the access is off Priory Road (see below). Further discussion to be had to finalise	PACE Nano has a preference for site security and safety reasons for access not to be routed through its solar panel area. However, as noted above, PACE Nano is willing to use reasonable endeavours to facilitate the grant of suitable alternative access rights to towers PKF35 and PKF36 (as identified on the relevant plan) to NGET and/or UKPN, to NGET's reasonable satisfaction.	Ongoing Discussion	Draft Commercial Agreement under negotiation

<u>ID</u>	<u>Issue</u>	<u>National Grid Position</u>	<u>PACE Nano Position</u>	<u>Status</u>	<u>Relevant documentation</u>
		the route to PKF36 & PKF37.			
7.4	Securing The Agreement	The Applicant recognises that the commercial and operational consequences for PACE Nano must be addressed through a formal contractual agreement and associated protective provisions. The Applicant is committed to working with PACE Nano to establish these provisions, ensuring that both the Applicant works and the Grange Solar Farm can proceed without unacceptable impacts on one another. Discussions are ongoing to define, agree, and secure the necessary detailed arrangements.	Draft Commercial Agreement not yet agreed, but PACE Nano acknowledges it is well progressed.	Ongoing Discussion	Draft Commercial Agreement under negotiation

Figure 1 Planned Solar Farm site (East of RG91 & RG92)

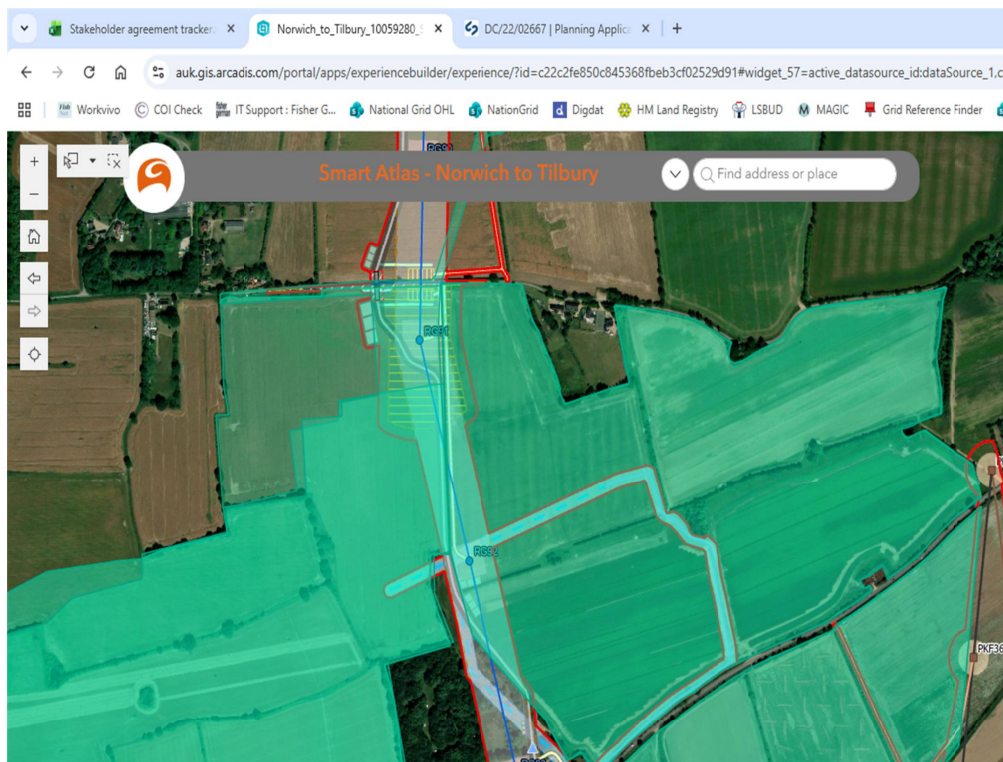


Figure 2 Confirmed Alternative Route



9. ~~8.~~ Signatures

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

For National Grid

Name: _____

Position: _____

Date: _____

For PACE Nano

Name: _____

Position: _____

Date: _____

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Changes:	
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Delete	101
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	3
Table Delete	2
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	175