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Norwich to Tilbury

Volume 5: Reports and Statements

Document: 5.9.31 Final Statement of Common Ground - MSP
Fairwind Limited (Fairwinds Solar Farm) - Clean Version

Final Issue D

July 2026

Planning Inspectorate Reference: EN020027

Infrastructure Planning (Applications: Prescribed Forms and Procedure)
Regulations 2009 Regulation 5(2)(g)

nationalgrid

Revision History

Version	Date	Submitted at
A	29 August 2025	DCO Application
B	26 February 2026	Deadline 1
C	12 May 2026	Deadline 4
D	21 July 2026	Deadline 7

MSP Fairwind Limited (Fairwinds Solar Farm)

Final Statement of Common Ground

1. Purpose of the Statement of Common Ground

This Statement of Common Ground (SoCG) has been prepared to confirm to the Examining Authority where agreement has been reached and where agreement has not been reached between National Grid and MSP Fairwind Limited regarding specific issues arising during construction and/or operation from the interface between the proposed Norwich to Tilbury Project (the Project) and the Fairwinds Solar Farm owned by MSP Fairwind Limited.

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

2. Parties to the SoCG

This SoCG has been prepared by National Grid (the Applicant) and MSP Fairwind Limited.

3. Summary of Matters

This final SoCG deals with 11 matters in total, of which 3 are agreed and 8 remain under discussion.

Discussions between the Applicant and MSP Fairwind Limited necessarily will continue during detailed design, and for some matters into construction, including on the following matters:

- Final design of the Project, e.g. haul road interface and the final pylon design parameters
- Potential for shading impacts
- Earthing assessment results and, if relevant, mitigation measures
- Impacts, if any, from construction activities, e.g. from dust generation
- Compensation to MSP Fairwind Limited
- UKPN 132Kv lattice tower interactions (via UKPN)

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

MSP Fairwind Limited has legal interests that have the potential to interact with the Project. This has been identified as the operational Fairwinds Solar Farm located to from Lower Dunton Road, Laindon, Essex.

6. Engagement history

The chronology of the Applicant's engagement with MSP Fairwind Limited and the evolution of the Project's design is summarised as follows:

- 2024
 - Meeting to provide a statutory consultation update on the Project and discuss interactions with the MSP Fairwind Limited site
 - Land access agreements to facilitate the Applicant's surveys
- 2025
 - Further meeting to detail proposed DCO alignment impacts and provisions of GIS layers so MSP Fairwinds Limited are fully informed the extent of the interactions
 - Discussions held on compensation measures where MSP Fairwinds Limited assets are affected by the Project
 - Development of items to be included within the Statement of Common Ground
- 2026
 - The parties continued to engage during the examination through regular email correspondence in relation to the matters described in this Statement of Common Ground.

7. Matters Agreed

ID	Issue	Agreement reached	Date agreed
7.1	Construction Working Group	Both parties agree that ongoing coordination during the construction phase will be required. A construction-phase coordination mechanism, such as a working group, will be established to facilitate communication and to manage interactions between the Project and the solar PV facility, including matters such as access, outages, and maintenance activities. The Applicant will provide a named point of contact for the construction contractor. The scope and operation of this coordination mechanism will be agreed between the parties ahead of construction.	July 2026
7.2	Continued engagement and collaboration to minimise impacts	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.	July 2026
7.3	Heads of Terms leading to a legal agreement	The parties will be negotiating Heads of Terms as the basis of a legal agreement. The legal agreement will secure the commitments and arrangements both parties are agreeing to manage interfaces.	July 2026

8. Matters Currently Under Discussion

ID	Issue	National Grid Position	MSP Fairwind Limited Position	Relevant documentation
8.1	Risk of underground services strike	The Applicant's contractors will follow HSG47 guidance as competent contractors to mitigate the risk of a strike on any underground services. A mechanism for damages in result of a service strike will be discussed in due course. The Applicant can confirm that underground services drawings have been received. These will assist in mitigating the risk of striking underground services during tower construction, alongside adherence to HSG47 guidance.	That the hazard from the underground services in the vicinity of pylon TB232 are taken into account for construction and that measure to guarantee compensation in case of damages are put in place; including, but not limited to, an insurance policy for damages and loss of revenue is contracted by National Grid to the benefit of MSP Fairwind during construction, (or equivalent or superior guarantee) We would also like to add that any risk of cable strike by NG during their routine or other maintenance of the t-line in the future should be covered by their BI policy.	
8.2	Heads of terms legal agreement required with the landowner	The Applicant understands Fairwind's position, and will progress an agreement with the Landowner.	Fairwind lease the site and require the Applicant to agree Heads of Terms with the landowner as well as themselves.	
8.3	UKPN 132Kv lattice tower interactions	UKPN will engage directly with MSP Fairwind Limited to provide further details of their works and proposed interactions.	UKPN engagement required to make commitments on the UKPN works, risks to services strike with Vantage services (lots of 1kV and one 33kV cable). UKPN commitments and engagement required.	

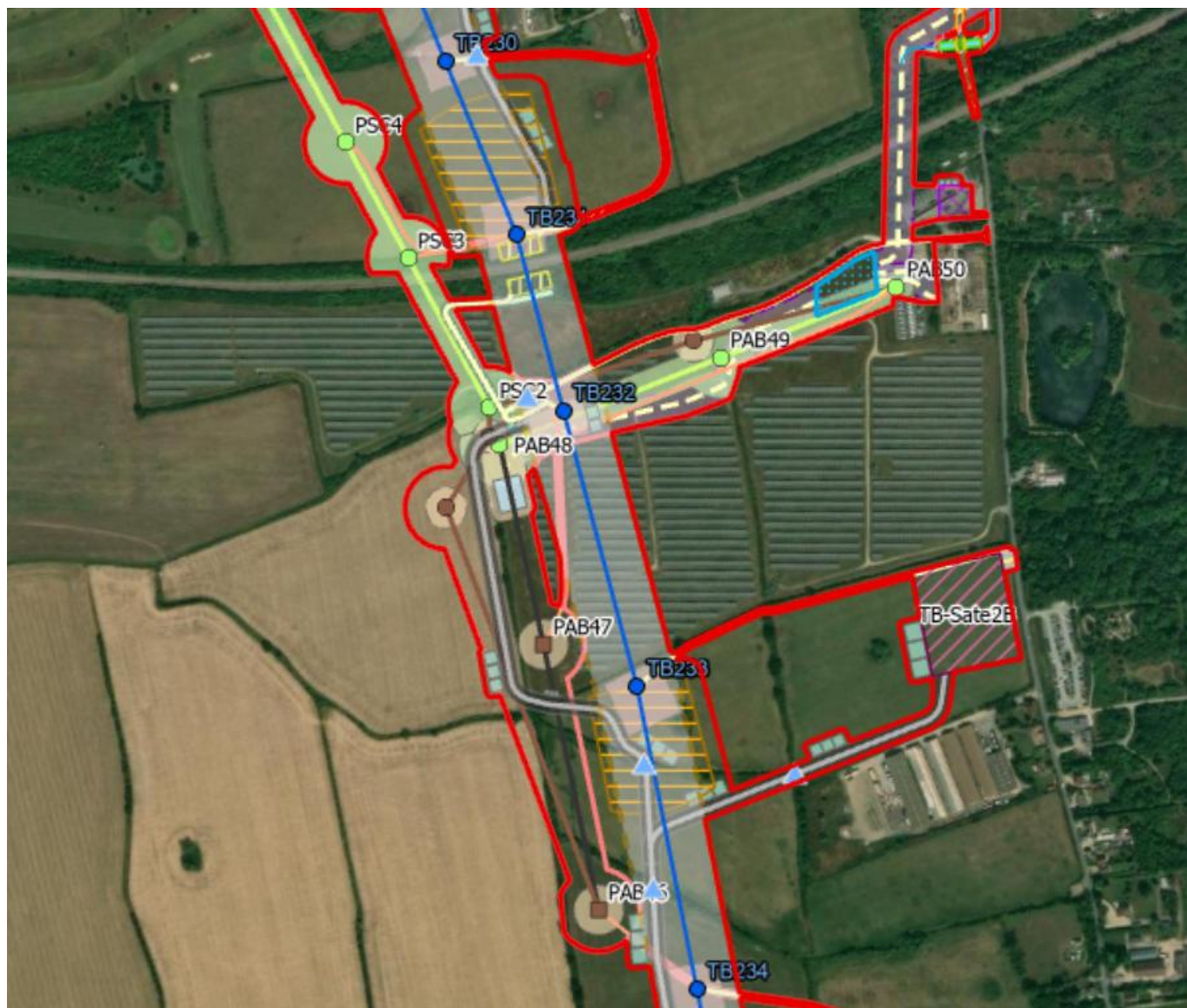
ID	Issue	National Grid Position	MSP Fairwind Limited Position	Relevant documentation
		The Applicant understands UKPN have not been in touch with Fairwind. The Applicant will check-in on when this is planned with UKPN.	UKPN to also confirm new tower sealing platform (if required pending detailed design) doesn't trigger removal of panels.	
8.4	Haul Road Interface	The Applicant confirms that construction activities will be undertaken by competent contractors, with prior notice and method statements provided for works affecting the solar farm. Further details will be developed as part of the detailed design and construction planning process. The Applicant does not consider it reasonable that MSP Fairwind Limited approves the engineering design, loading calculations and specifications. Arrangement on this matter can be included any legal agreement between the parties.	MSP Fairwind Limited requires an explicit provision granting the right to review and approve the engineering design, loading calculations, and specifications of any haul roads or heavy plant crossings affecting its infrastructure. MSP Fairwind Limited considers that advance notice and provision of method statements alone is insufficient.	
8.5	Compensation for loss incurred as a result of the Project – permanent panel removal and shading impacts	The Applicant notes that the anticipated working area for pylon TB232 is approximately 70m x 70m and does not anticipate that permanent removal of solar panels will be required. The Applicant acknowledges the potential for shading impacts and is continuing to explore design refinements. The Applicant notes that final pylon design parameters will not be available until 2027. Once this information is available the	MSP Fairwind Limited cannot agree the extent of impacts in the absence of final pylon design information and a detailed overlay of the Project onto the solar farm layout. MSP Fairwind Limited considers that shading is a technical (binary) impact requiring assessment through a detailed study by an independent technical advisor. MSP Fairwind Limited maintains that full technical inputs are	

ID	Issue	National Grid Position	MSP Fairwind Limited Position	Relevant documentation
		Applicant can share this information with MSP Fairwind Limited. Provisional information can be shared where available, and further assessment can be undertaken as design progresses. The Applicant is willing to engage with MSP Fairwind Limited regarding mitigation and, where appropriate, compensation for demonstrable losses. Shading could be a compensation matter according to the Compensation Code or any statutory provisions. Such matters would be assessed on a case-by-case basis, in accordance with the Planning Act 2008 and the statutory Compensation Code and are not matters to be determined through the Examination of the DCO.	required to assess losses and determine appropriate compensation.	
8.6	Construction vehicle tracking – loading risk to underground assets	The Applicant confirms that haul roads will be designed and constructed to accommodate anticipated construction traffic and loading requirements, taking into account underlying ground conditions and known infrastructure constraints. Protective measures will be implemented where reasonably required. The Applicant is open to negotiating the requirements for the haul road as part of detailed design.	MSP Fairwind Limited requires that protective measures are implemented where haul roads cross underground infrastructure, including reinforced road sections or equivalent measures. MSP Fairwind Limited also requires the right to review and approve haul road designs and associated loading assessments.	

ID	Issue	National Grid Position	MSP Fairwind Limited Position	Relevant documentation
8.7	Dust generation and impact on solar panels	The Applicant considers that dust generation during construction can be managed through standard mitigation measures, including appropriate construction practices to minimise dust. The Applicant is willing to engage with MSP Fairwind Limited regarding any demonstrable impacts arising from construction activities. 7.2 Outline Code of Construction Practice [REP5-139] including 7.2 Outline Code of Construction Practice Appendix D - Outline Dust Management Plan [REP4-166], the delivery of which is secured by requirement 4 of Schedule 3 to 3.1 Draft DCO [REP5-060], has been prepared to describe the measures to be implemented by the Applicant to prevent and, if not practicable, minimise potential effects on receptors of dust and emissions across the Project.	MSP Fairwind Limited considers that the SoCG should explicitly address the potential for dust-related (soiling) impacts on solar panel performance, including requirements for mitigation and assessment of associated losses. MSP Fairwind Limited further considers that compensation for losses and additional maintenance requirements (e.g. panel cleaning) should be evaluated and agreed.	7.2 Outline Code of Construction Practice [REP5-139] 7.2 Outline Code of Construction Practice Appendix D - Outline Dust Management Plan [REP4-166] 3.1 Draft DCO [REP5-060]
8.8	Tower impact to solar panels - earthing	The Applicant has undertaken a preliminary earthing study which did not identify impacts. A site-specific technical note is being prepared and is expected to be issued to MSP Fairwind Limited in July.. The Applicant will continue to engage with MSP Fairwind	MSP Fairwind Limited cannot agree this matter until its engineering team has received and reviewed the site-specific earthing technical note. Agreement is dependent on technical validation of the findings.	

ID	Issue	National Grid Position	MSP Fairwind Limited Position	Relevant documentation
		Limited and, where required, support appropriate mitigation measures. If there needs to be more earthing protection at the Fairwinds Solar Farm site, to progress a more detailed review the Applicant will request details of the current earthing arrangements at the site, including earthing layout drawings, any existing earthing study report and the earthing model file (if available). This will allow the Applicant's specialist consultants to further assess earthing requirements. The detailed design of the project will continue into 2027. It will not be possible to finalise assessment of earthing requirements until after detailed design is complete. Any earthing interaction and coupling studies will be compliant with IEC 61936-1 and IEEE 80. If additional earthing is required within the solar farm site boundary, the Applicant's proposed approach would be to support upgrades to the existing system and pay compensation if it is due under either the Compensation Code or relevant statutory provisions.		

Figure 1 Interface between Fairwinds Solar Farm and the Project Order Limits



9. Signatures

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

For National Grid

Name: _____

Position: _____

Date: _____

For MSP Fairwind Limited

Name: _____

Position: _____

Date: _____

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