

Glyn Rhonwy Pumped Storage Development Consent Order

Statement of Common Ground
between Snowdonia Pumped Hydro Ltd and SP Manweb



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1 PURPOSE OF THIS DOCUMENT

1.1 Introduction

- 1.1.1 This document comprises the Statement of Common Ground (“SoCG”) between SP Manweb and Snowdonia Pumped Hydro Ltd (“SPH”) relating to the application (“the Application”) for a Development Consent Order (“DCO”) submitted to the Planning Inspectorate (“PINS”) on 21st October 2015 for development of the Glyn Rhonwy Pumped Storage scheme (“the Project”). The Application was accepted for examination by the Secretary of State on 17th November 2015.
- 1.1.2 For the purpose of this SoCG, SPH and SP Manweb are jointly referred to as “the Parties”.
- 1.1.3 SPH has applied to the Secretary of State under the Planning Act 2008 (“the Act”) for a Development Consent Order to construct, operate and maintain:
- a pumped storage hydroelectric power plant and electrical connections on land at Glyn Rhonwy, Llanberis, Gwynedd, Wales;
 - a headpond at Chwarel Fawr together with associated dam and spillway infrastructure; an underground penstock;
 - a tailpond at Glyn Rhonwy together with associated dam and spillway infrastructure to Llyn Padarn;
 - powerhouse and ancillary buildings including underground turbine hall and access shaft, and underground tailrace to the tailpond;
 - an underground pumping station together with surface level control box; and
 - associated engineering, remediation and landscaping works, together with the diversion of public roads and rights of way and ancillary works.
- 1.1.4 The above elements are collectively referred to as “the Development”. The site within which the Development is located is entirely within the administrative boundary of GCC.
- 1.1.5 The purpose of this SoCG is to set out agreed factual information between the Parties about the application. Preparation of this SoCG has been informed by discussions between the Parties.

- 1.1.6 Throughout this SoCG the phrase "It is AGREED" or "the Parties AGREE" is used as a precursor to any point that has been specifically agreed between the Applicant and SP Manweb. The phrase "It is not agreed...." "or the Parties do not agree" is used as a precursor to any point that the Applicant and SP Manweb wish to clearly state as not yet agreed. Points that are "not agreed" will be the subject of on-going discussion wherever possible to resolve or refine the extent of disagreement between the parties.
- 1.1.7 This SoCG relates to the matters agreed between the Parties on the content of the Environmental Statement submitted as part of the Application ("the ES") and other supporting documents.
- 1.1.8 Overall this SoCG is intended to give a clear position of the state and extent of agreement between the Parties as at the date on which this SoCG is signed and submitted to the Secretary of State.
- 1.1.9 This SoCG includes topics agreed in relation to the Grid Connection and also with SP Manweb as a Statutory Undertaker where their assets are to be crossed.

1.2 Structure of this SoCG

- 1.2.1 The SoCG is structured to identify the matters of agreement between the parties in relation to the history of the application site and the pre-application and post-submission consultation that has occurred between the parties.
- 1.2.2 Following this, the SoCG is structured in accordance with the topics identified in the examiners Rule 6 Letter:
- D. Landscape, visual impactas, good design and land use
 - F. Traffic, transport and public access
 - Draft Development Consent Order
- 1.2.3 In addition the grid connection offer and planning issues have also been included for completeness.

2 MATTERS AGREED BETWEEN THE PARTIES

2.1 The Site & its Planning History

2.1.1 The Parties AGREE that the following section of this SoCG is an accurate account of the site and its planning history.

2.1.2 The Development is located approximately 1.5km north west of Llanberis.

2.1.3 Quarry Battery Company Ltd (“QBC”) was granted planning permission (Ref: C12/1451/LL) by GC on the 19th February 2014 for the construction and operation of a 600MWh (megawatt hours) pumped storage scheme, with a capacity of 49.9MW, at the Glyn Rhonwy and Chwarel Fawr quarries, near Llanberis. The permission was granted under the Town & Country Planning Act 1990 (T&CPA).

2.1.4 An Environmental Impact Assessment (EIA) was undertaken of the approved scheme and the T&CPA application was accompanied by an ES.

2.1.5 The quarry system within which the Project will be constructed and operated comprise the following: :

- Quarry 1 (Q1) – Chwarel Fawr;
- Quarry 2 (Q2) – Chwarel Cefn Du;
- Quarry 3 (Q3) – Cook;
- Quarry 4 (Q4) – Ddol;
- Quarry 5 (Q5) – unnamed (known locally as “Film Set Quarry”);
- Quarry 6 (Q6) – Glyn Rhonwy;
- Quarry 7 (Q7) – unnamed; and
- Quarry 8 (Q8) – former WWII munitions store (known locally as “the bombstore”).

2.1.6 The Project utilises Q1 and Q6 and has seven main elements:

- A headpond - upper reservoir;
- A tailpond - lower reservoir;
- A power house - containing the combined pump/turbines;
- A penstock - the pipe connecting the headpond to the power house;
- A tailrace - the pipe connecting the power house to the tailpond;
- Pumping station; and

- Spillway infrastructure – a discharge point from the headpond and a joint discharge/abstraction point from the tailpond.

	Statement on which SPH seek agreement	SPH	SP Manweb
D. Landscape, Visual Impacts, Good Design and Land Use			
D.1	<p>The Landscape and Visual assessment is contained within Chapter 6 of the ES and the assessment of Cumulative effects is detailed in Chapter 17 of the ES (doc Ref 6.02).</p> <p>The Grid Connection is classed as Associated Development and therefore does not form part of this DCO however the cumulative effects of this Development and the Grid Connection are assessed in Chapter 17.</p>	Agree	
D.2	It is AGREED that the offer made and accepted by SPH is for an underground connection to the Pentir substation.	Agree	
F. Traffic, Transport and Public Access			
F.1	<p>The Landscape and Visual assessment is contained within Chapter 12 of the ES and the assessment of Cumulative effects is detailed in Chapter 17 of the ES (doc Ref 6.02).</p> <p>The Grid Connection is classed as Associated Development and therefore does not form part of this DCO however the cumulative effects of this Development and the Grid Connection are assessed in Chapter 17.</p>	Agree	
Grid Connection Offer and Planning			
1	SPH have accepted a 'Point of Connection' (POC) grid connection offer from SP Manweb, for which it is AGREED that SP Manweb do not have responsibility for consenting or construction of the	Agree	Agree

	<p>underground 132kV cables. However it is further AGREED that If in the future SPH accept a full works connection offer in which SP Manweb do take responsibility for the construction of the underground 132kV section then installation would not require a separate planning application for the installation of underground 132kV cables as this would be covered by SP Manweb's Permitted Development Rights. SPH has notified SP Manweb that it is in discussion with ICP's(Independent Connection Providers) to provide the 132kV cables and if they proceed with using an ICP then responsibility for planning/ consenting for the cables will be SPHs. At present in the UK ICP's do not have permitted development rights.</p>		

3 THE DRAFT DEVELOPMENT CONSENT ORDER

Parts of the Development will require that a number of utilities be crossed by the Developments infrastructure. Article 28 (which provides a power to override rights) and Articles 33, 34, which provide that SPH may construct the Development over, under or remove or reposition apparatus belonging to statutory undertakers subject to recovery of costs of new connections (Article 35) and the Protective Provisions (Article 36) detailed in Schedule 8 of the Draft Development Consent Order may affect SP Manweb as a statutory undertaker. It is AGREED that the powers detailed in Articles 28, 33, 34, 35 and 36 and Schedule 8, **whilst no impediment has yet been identified, the provision remain the subject of ongoing negotiation between SP Manweb and the applicant with both parties working together to reach agreement to** ~~are appropriate and that SP Manweb have been consulted upon and~~ AGREE to these provisions.

4 Matters unresolved

4.1.1 There are currently no matters unresolved.

5 Confirmation of Agreement

Signed for and on behalf of Snowdonia Pumped Hydro Ltd

Signed:



Name: Mr. Dave Holmes

Position: Managing Director

Date: 20th June 2016

Signed for and on Behalf of SP Manweb

Signed:

Name:

Position:

Date:

5 Confirmation of Agreement

Signed for and on behalf of Snowdonia Pumped Hydro Ltd

Signed: 

Name: Mr. Dave Holmes

Position: Managing Director

Date: 20th June 2016

Signed for and on Behalf of SP Manweb

Signed: 

Name:

Position: *Senior Environmental Planner
on behalf of SP Manweb*

Date:

20th June 2016.