



# Little Crow

*Solar Park*

*Little Crow Solar Park, Scunthorpe*

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## STATEMENT OF COMMON GROUND WITH NORTHERN POWERGRID

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## **LITTLE CROW SOLAR PARK**

### **Statement of Common Ground between INRG Solar (Little Crow) Ltd and Northern Power Grid**

#### **1 Introduction**

- 1.1 This Statement summarises the agreement reached between INRG SOLAR (Little Crow) Ltd ('INRG') and Northern Power Grid ("NPG") in relation to the proposed development known as Little Crow Solar Park ("LC").
- 1.2 Northern Power Grid is responsible for the Electricity Distribution Network within the area of the proposed development. INRG has accepted an offer from NPG for a connection into that network.

#### **2 Development Proposals**

- 2.1 The LC consists of a development of a renewable led energy scheme near Scunthorpe in Lincolnshire. The development is expected to have a generating capacity of over 50MW (megawatts) with associated development.
- 2.2 The locations for the above are shown on Document Reference 2.1 LC DRW Land Plan Order Limits.

#### **3 Basis of Agreement**

- 3.1 Protective provisions are included in the Draft Development Consent Order (DCO) for the benefit of NPG. Please see Appendix 1 for the text proposed for inclusion in the DCO.
- 3.2 Subject to the protective provisions attached being included within the Order, there are no further areas in dispute between INRG and NPG and NPG's objection can be withdrawn.

#### **4 Agreement**

- 4.1 The following points are agreed;
- 4.2 NPG's assets can remain on site without the need for a diversion as long as the agreed protective provisions are in place.
- 4.3 NPG intends to adopt the substation constructed on the LC site.
- 4.4 Prior to decommissioning of the development NPG will confirm if the substation is to be retained for its ongoing use.
- 4.5 The Draft Development Consent Order will include the protective provisions set out in Appendix 1 of this document.

SCHEDULE 6  
PROTECTIVE PROVISIONS  
PART 4

## **Appendix 1 : Schedule 6 PART 4**

### **FOR THE PROTECTION OF NORTHERN POWERGRID (YORKSHIRE) PLC**

#### **Application**

**28.** For the protection of Northern Powergrid (Yorkshire) PLC (“Northern Powergrid”), the following provisions will have effect, unless otherwise agreed in writing between the undertaker and Northern Powergrid.

**29.** In this Part of this Schedule—

“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than “A-” if the rating is assigned by Standard & Poor’s Ratings Group or “A3” if the rating is assigned by Moody’s Investors Services Inc. (or an equivalent credit rating from an equivalent organisation in the event that such organisation or ratings are no longer applicable);

“acceptable insurance” means a policy of public liability/ third party liability insurance effected and maintained by the undertaker or its contractor(s) to a level that may be approved by Northern Powergrid in writing and in any event with insurance cover of not less than £10,000,000 (ten million pounds) per event for the construction period of the onshore works pursuant to this Order with an internationally recognised insurer of repute operating in the London and worldwide insurance market, and such policy shall include (but without limitation)—

- (a) that Northern Powergrid is named as an insured party under the policy;
- (b) a cross liabilities clause; and
- (c) a waiver of subrogation in favour of Northern Powergrid;

“acceptable security” means either—

- (a) evidence provided to Northern Powergrid’s reasonable satisfaction that the undertaker has a tangible net worth of not less than £100,000,000 (one hundred million pounds) (or an equivalent financial measure); or
- (b) a parent company guarantee from the undertaker’s ultimate parent company such company having a tangible net worth of not less than £100,000,000 (one hundred million pounds) (or an equivalent financial measure) in favour of Northern Powergrid to cover the undertaker’s liability to Northern Powergrid to a cap of not less than £10,000,000 (ten million pounds) per asset per event up to a total liability cap of £25,000,000 (twenty-five million pounds) in a form satisfactory to Northern Powergrid in its reasonable opinion; or
- (c) a bank bond or letter of credit from an acceptable credit provider in favour of Northern Powergrid to cover the undertaker’s liability to Northern Powergrid for an amount of not less than £10,000,000 (ten million pounds) per asset per event up to a total liability cap of £25,000,000 (twenty-five million pounds) in a form satisfactory to Northern Powergrid in its reasonable opinion;

“alternative apparatus” means alternative apparatus adequate to enable the Northern Powergrid in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means electric lines or electric plant (as defined in the 1989 Act), belonging to or maintained by Northern Powergrid;

“functions” included powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land; and

“Northern Powergrid” means Northern Powergrid (Yorkshire) PLC being a licence holder within the meaning of Part 1 (electricity supply) of the 1989 Act for the area of the authorised development and in relation to any apparatus belonging to it or maintained by it;

#### **No interference**

**30.** Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker shall not interfere with any communications cables or equipment used by Northern Powergrid in relation to its apparatus or interfere with any rights or interests supporting the use, maintenance

or renewal of such equipment otherwise than by agreement of Northern Powergrid ( such agreement not to be unreasonably withheld or delayed).

### **Removal of apparatus**

**31.**—(1) If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give Northern Powergrid 56 days advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Northern Powergrid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (2) , afford to Northern Powergrid the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(2) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (1), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the affected undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the—

- (a) the undertaker shall in the first instance use reasonable endeavours to acquire all necessary land interests or rights as Northern Powergrid may reasonably require for the relocation and construction of alternative apparatus and shall procure all necessary rights to access and maintain Northern Powergrid's apparatus and alternative apparatus thereafter the terms of such access and maintenance to be agreed by Northern Powergrid (acting reasonably); and
- (b) in the event the undertaker is not able to procure the necessary land interests or rights referred to in sub-paragraph 3(a) Northern Powergrid must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for Northern Powergrid to use its compulsory purchase powers to this end unless it elects to do so.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Northern Powergrid and the undertaker or in default of agreement settled by arbitration in accordance with article 17 (arbitration).

(5) Northern Powergrid must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 17 (arbitration) and after the grant to Northern Powergrid of any such facilities and rights as are referred to in subparagraph (1) or (2), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives 56 days advance notice in writing to Northern Powergrid that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by Northern Powergrid, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Northern Powergrid subject to the undertaker providing Northern Powergrid with plans and details including a material statement describing—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus and alternative apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) evidence of acceptable insurance.

(7) The undertaker shall not commence the construction or renewal of any works to which sub-paragraph (6) applies until—

- (a) Northern Powergrid has given written approval of the plans so submitted;
- (b) Northern Powergrid has confirmed in writing that it is satisfied in its reasonable opinion that the undertaker has provided acceptable security for the construction period of the works authorized by the Order; and
- (c) Northern Powergrid has confirmed in writing that it is satisfied in its reasonable opinion that the undertaker has procured acceptable insurance and provided evidence that it shall maintain such acceptable insurance for the construction period of the works authorised by the Order;

(8) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

### **Facilities and rights for alternative apparatus**

**32.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Northern Powergrid facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Northern Powergrid or in default of agreement settled by arbitration in accordance with article 17 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Northern Powergrid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Northern Powergrid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus**

**33.**—(1) Not less than 56 days before starting the execution of any works of the type referred to in paragraph 31 (1) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 31(1), the undertaker must submit to Northern Powergrid a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Northern Powergrid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Northern Powergrid is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Northern Powergrid under sub-paragraph (2) must be made within a period of 30 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If Northern Powergrid in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs (2) to (6) apply as if the removal of the apparatus had been required by the undertaker under paragraph 31(1).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 35 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Northern Powergrid as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

## Expenses and costs

**34.**—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Northern Powergrid within 30 days receipt of a valid invoice all charges costs and expenses reasonably incurred by Northern Powergrid in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are authorised by this Order including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus in the event that Northern Powergrid elects to use compulsory purchase powers to acquire any necessary rights under paragraph 31(3) all costs incurred as a result of such action;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Schedule).

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was;

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 17 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Northern Powergrid by virtue of sub-paragraph (1) must be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs shall be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

**35.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in this Order, or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker or Northern Powergrid under this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Northern Powergrid, or there is any interruption in any service provided, or in the supply of any goods, by Northern Powergrid, or Northern Powergrid becomes liable to pay any amount to a third party the undertaker must—



- (a) bear and pay the cost reasonably incurred by Northern Powergrid in making good such damage or restoring the supply; and
- (b) indemnify Northern Powergrid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs reasonably incurred by or recovered from Northern Powergrid, by reason or in consequence of any such damage or interruption or Northern Powergrid becoming liable to any third party.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Northern Powergrid, its officers, servants, contractors or agents.

(3) Northern Powergrid must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker which, if it withholds such consent, will have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

### **Enactments and agreements**

**36.** Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Northern Powergrid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

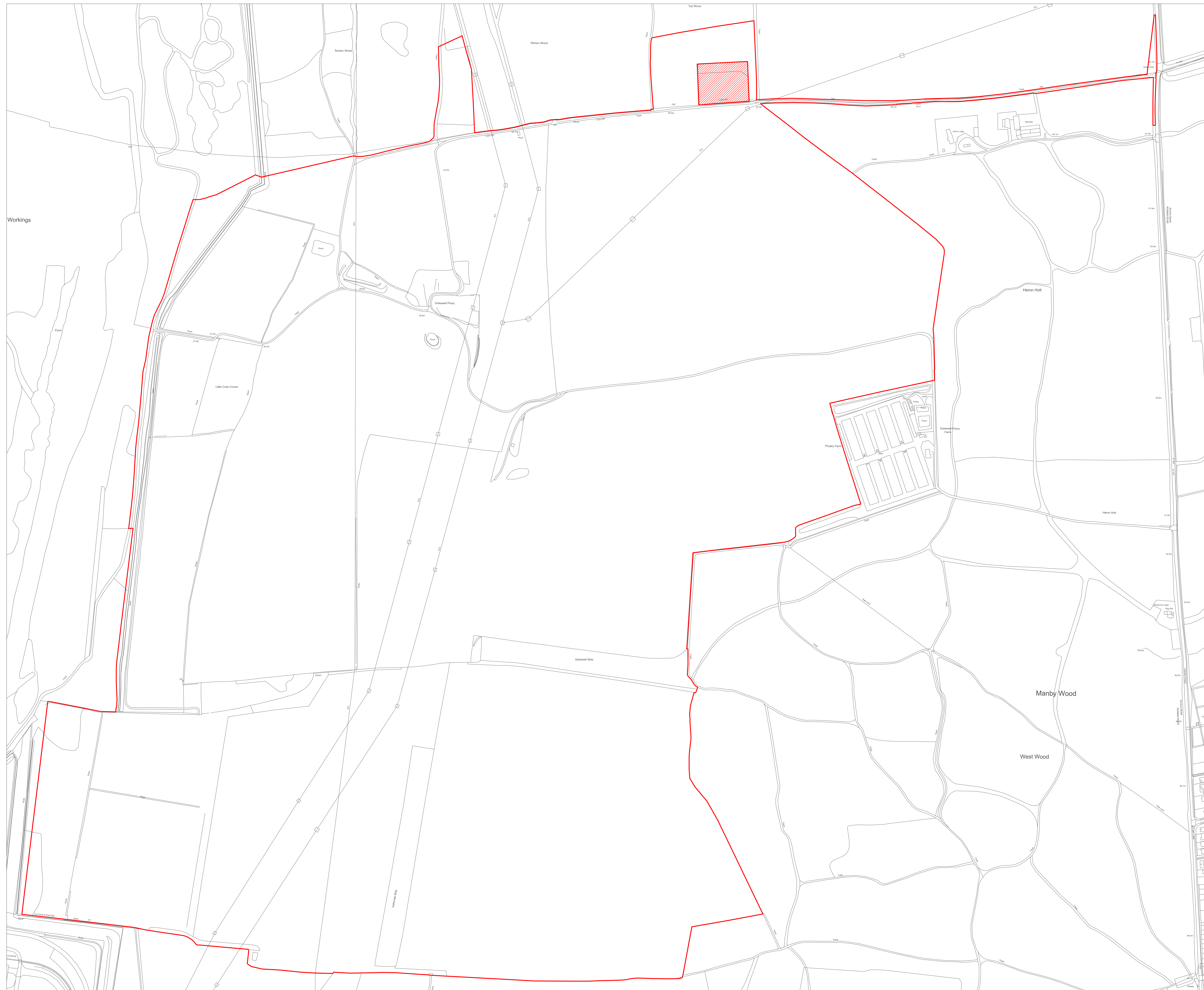
### **Co-operation**

**37.** Where in consequence of the proposed construction of any of the authorised development, the undertaker or Northern Powergrid requires the removal of apparatus under paragraph 31 or otherwise or Northern Powergrid makes requirements for the protection or alteration of apparatus under paragraph 33, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the need to ensure the safe and efficient operation of Northern Powergrid's undertaking taking into account the undertaker's desire for the efficient and economic execution of the authorised development and the undertaker and Northern Powergrid shall use reasonable endeavours to co-operate with each other for those purposes.

### **Access**

**38.** If in consequence of an agreement reached in accordance with paragraph 4 or the powers granted under this Order the access to any apparatus or alternative apparatus is materially obstructed, the undertaker shall use all reasonable endeavours to provide such alternative means of access to such apparatus or alternative apparatus as will enable Northern Powergrid to maintain or use the said apparatus no less effectively than was possible before such obstruction.

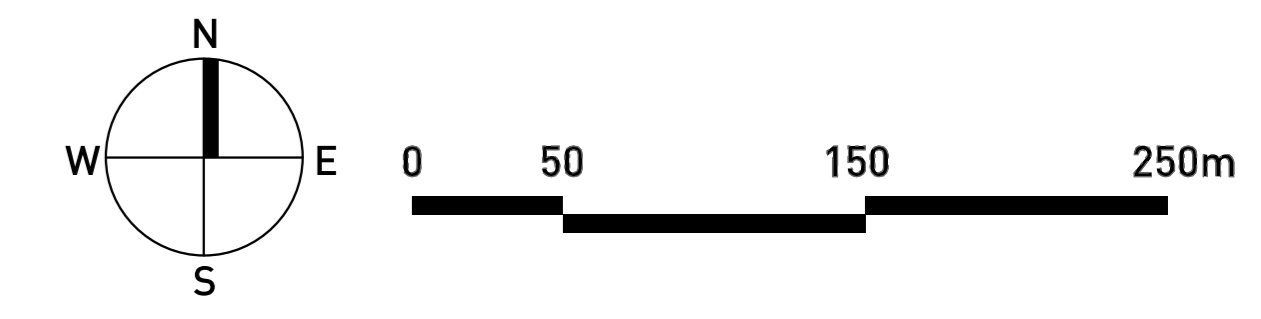
**APPENDIX 2 :** Document 2.1 LC DRW Land Plan Order Limits.



**KEY: LAND & ORDER LIMITS PLAN**

- ORDER LIMITS
- AREA EXCLUDED FROM ORDER LIMITS

**DOCUMENT REFERENCE NUMBER: 2.1 LC DRW**  
**APFP REG 5 (2)(i)(i)**



# LITTLE CROW SOLAR PARK - LAND PLAN INCLUDING ORDER LIMITS

Dated \_\_\_\_\_

Signed .....

On behalf of Little Crow Solar Park

Name..... Position.....

Signed .....

On behalf of Northern Powergrid

Name..... Position.....

