

Rampion 2 Wind Farm

Statement of Common Ground- National Grid

July 2024

Rev E

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1. Introduction

1.1 Background

- 1.1.1 This Statement of Common Ground (SoCG) has been prepared between Rampion Extension Development Ltd (RED) (hereafter referred to as 'the Applicant') and National Grid (NGET) to set out the areas of agreement and disagreement between the two parties in relation to the proposed Development Consent Order (DCO) application for the Rampion 2 Offshore Wind Farm (hereafter referred to as "Rampion 2").
- 1.1.2 This SoCG has been prepared in accordance with the Guidance for examination of applications for development consent 2015 (hereby referred to as 'DCLG guidance').
- 1.1.3 This SoCG is intended to cover all topics where agreement is sought between the Applicant and NGET in relation to the Rampion 2 DCO application, and covers the topics split by discipline:
- Principle of Development;
 - Compulsory Acquisition;
 - Protective Provisions; and
 - Environmental Mitigation on NGET land.
- 1.1.4 The need for a SoCG between the Applicant and NGET was established through bilateral discussions between parties on how to best reflect the negotiation that has taken place prior to (and if necessary, during) the DCO Examination. The need for a SoCG between the Applicant and NGET was also set out within the Rule 6 letter issued by the Examining Authority on 14 December 2023 **[PD-006]**.
- 1.1.5 It is the intention that this document provides the Examining Authority with a clear overview of the level of common ground between both parties. This document will facilitate further discussions between the Applicant and NGET and will be updated as discussions progress during the Examination.

1.2 Approach to SoCG

- 1.2.1 This SoCG has been developed during the pre-examination phase of the Rampion 2 Offshore Wind Farm. The SoCG makes reference to other submission documents that set out, in greater detail, the discussions that have taken place between NGET and the Applicant. These documents are as follows:
- **Consultation Report [APP-027];**
 - **Planning Statement [APP-036];**
 - **Evidence Plan [APP-243 to APP-253];** and

- The ‘Consultation’ section included within relevant chapters of the **Environmental Statement [APP-042 to APP-072]**¹.

1.2.2 The SoCG is structured as follows:

- **Section 1: Introduction:** Outlining the background to the development of the SoCG;
- **Section 2: NGET’s role with respect to the SoCG:** Describing the main areas of discussion within the SoCG and a summary of consultation to date;
- **Section 3: Agreement Log:** A record of the positions of the Applicant alongside those of NGET as related to the topics of discussion and the status of agreement on those positions.

1.3 The Proposed Development

1.3.1 RED is developing Rampion 2 located adjacent to the existing Rampion Offshore Wind Farm Project (‘Rampion 1’) in the English Channel.

1.3.2 Rampion 2 will be located between 13km and 26km from the Sussex Coast in the English Channel and the offshore array area will occupy an area of approximately 160km².

1.3.3 The key offshore elements of the Proposed Development will be as follows:

- up to 90 offshore wind turbine generators (WTGs) and associated foundations;
- blade tips of the WTGs will be up to 325m above Lowest Astronomical Tide (LAT) and will have a 22m minimum air gap above Mean High Water Springs (MHWS);
- inter-array cables connecting the WTGs to up to three offshore substations;
- up to two offshore interconnector export cables between the offshore substations;
- up to four offshore export cables each in its own trench will be buried under the seabed within the final cable corridor; and
- the export cable circuits will be High Voltage Alternating Current (HVAC), with a voltage of up to 275kV.

1.3.4 The key onshore elements of the Proposed Development will be as follows:

- a single landfall site near Climping, Arun District, connecting offshore and onshore cables using Horizontal Directional Drilling (HDD) installation techniques;
- buried onshore cables in a single corridor for the maximum route length of up to 38.8km using:

¹ All documents can be found [here](#) on the Planning Inspectorate website during the DCO decision process, although this is likely to be archived after the decision has been made.

- ▶ trenching and backfilling installation techniques; and
- ▶ trenchless and open cut crossings.
- a new onshore substation, proposed near Cowfold, Horsham District, which will connect to an extension to the existing National Grid Bolney substation, Mid Sussex, via buried onshore cables; and
- an extension to and additional infrastructure at the existing National Grid Bolney substation, Mid Sussex, to connect Rampion 2 to the national grid electrical network.

1.3.5 A full description of the Proposed Development is provided in **Chapter 4: The Proposed Development, Volume 2** of the **Environmental Statement (ES) [APP-045]**.

2. National Grid Electricity Transmission Remit

2.1 Introduction

- 2.1.1 NGET is a statutory undertaker responsible for maintaining and operating electricity transmission network across the UK. National Grid has stated that their primary concern is to meet their statutory obligations and ensure that any development does not impact in any adverse way upon these statutory obligations.
- 2.1.2 NGET owns or operates the following infrastructure within or in close proximity to the proposed Order Limits for the Project, as follows:
- 2.1.3 NGET owns a 400 kV substation and multiple high voltage electricity overhead transmission lines within or in close proximity to the proposed Order Limits as set out in the Book of Reference **[APP-026]**. These assets form an essential part of the electricity transmission network in England and Wales.
- 2.1.4 The details of the electricity assets are as follows:
- Substations, including:
 - ▶ Bolney 400 kV Substation; and
 - ▶ Assets within the DNO's Bolney 132 kV Substation.
 - Associated cables and apparatus;
 - Overhead Lines, including:
 - ▶ 4VM 400 kV OHL Bolney – Ninfield 1;
 - ▶ Bolney – Ninfield 2;
 - ▶ 4VF 400 kV OHL Bolney – Lovedean 1; and
 - ▶ Bolney – Lovedean 2.
 - Associated cable fibre.
- 2.1.5 As a statutory undertaker, NGET's primary concern is to meet its statutory obligations and ensure that any development does not impact in any adverse way upon those statutory obligations. As such, NGET has a duty to protect its position in relation to infrastructure and land which is within or in close proximity to the Order Limits.
- 2.1.6 The SoCG covers topics of the DCO application of relevance to NGET, comprising:
- Compulsory Acquisition;
 - Protective Provisions; and
 - Environmental Mitigation.
- 2.1.7 The following matters were agreed as not forming areas of focus for NGET and therefore no statements of common ground are required for these topic areas:

- All onshore Environmental Impact Assessment chapters; and
- All offshore Environmental Impact Assessment chapters.

2.2 Consultation Summary

2.2.1 This section briefly summarises the consultation that the Applicant has undertaken with NGET including both statutory and non-statutory engagement during the pre-application and post-application phases (See **Table 2-1**).

Table 2-1 Consultation and Correspondence undertaken with NGET

Date and type	Description of consultation
<p>16/09/21 S42 PEIR Consultation</p>	<p><i>“NGET wish to express their interest in further consultation while the impact on our assets is still being assessed.</i></p> <p>...</p> <p><i>In respect of existing NGET infrastructure, both will require appropriate protection for retained apparatus including compliance with relevant standards for works proposed within close proximity of its apparatus; providing that the order affects NGET apparatus in any way.</i></p> <p><i>NGET assets affected by the proposed Order:</i></p> <ul style="list-style-type: none"> • <i>4VF Over Head Line (400kV)</i> • <i>BOLNEY 400kV substation</i> <p><i>Where the Promoter intends to acquire land, extinguish rights, or interfere with any of NGET’s apparatus, both will require appropriate protection and further discussion on the impact to its apparatus and rights.”</i></p>
<p>21/09/22 Land and Property Meeting</p>	<p>Matters discussed focused on project introduction and update.</p> <p>MS Teams Call. Attended by NGET and RED Team</p>
<p>06/05/22, 08/07/22, 14/10/22, 09/05/23, 09/08/23</p>	<p>Engineering technical design meetings to consider the connection of the Rampion 2 project to the national transmission network. MS Teams calls attended by NGET and RED engineering experts.</p>
<p>14/10/22 Customer Account Manager Meeting</p>	<p>Matters discussed focused on consideration of Multiple Parties at Bolney.</p> <p>MS Teams Call. Attended by NGET and RED Team</p>
<p>29/11/22 S42 Consultation response on PEIR SIR:</p>	<p><i>“I am interested to know whether a connection into Bolney Substation has already been agreed with NGET?</i></p> <p><i>I would also expect you to contact us prior to any works starting in relation to the proposed cable route near our overhead lines that are routed out of our Bolney site to the West.</i></p> <p><i>Contact can be made with us in relation to safe working near our assets via LSBUD (link below).</i></p>

Date and type	Description of consultation
27/03/23 Customer Account Manager Meeting	<p data-bbox="544 331 826 369">https://lsbud.co.uk/</p> <p data-bbox="544 421 1423 488">Matters discussed include project update, consenting strategy for DCO and land constraints.</p> <p data-bbox="544 510 1283 551">MS Teams Call. Attended by NGET and RED Team</p>
30/05/23 S42 Consultation response on PEI Bolney:	<p data-bbox="544 600 1230 638"><i>"Please note the following guidance documents:</i></p> <p data-bbox="544 660 1198 698"><i>Connection and Use of System Code (CUSC)</i></p> <p data-bbox="544 698 1374 768"><i>https://www.nationalgrideso.com/industry-information/codes/connection-and-use-system-code-cusc</i></p> <p data-bbox="544 790 884 828"><i>The Use of NGET Land</i></p> <p data-bbox="544 828 1423 902"><i>https://www.nationalgrid.com/electricity-transmission/network-and-infrastructure/working-near-our-assets</i></p>
08/06/23 Modification Application Meeting	<p data-bbox="544 952 1423 1025">Matters discussed include project update, background to Mod Offer, Engineering Exchange and Bolney Strategy</p> <p data-bbox="544 1048 1374 1120">F2F Meeting in Warwick. Attended by NGET, NGESO and RED Team</p>
03/08/23 NGET Land and Property Meeting	<p data-bbox="544 1169 1390 1207">Matters discussed include consenting and land transaction.</p> <p data-bbox="544 1229 1283 1265">MS Teams Call. Attended by NGET and RED Team</p>
17/08/23 NGET Asset Protection Information	<p data-bbox="544 1314 1378 1388">Asset protection profile drawings provided by NGET Asset Management</p>
12/10/23 NGET Statement of Common Ground Meeting	<p data-bbox="544 1438 1350 1512">Matters Discussed include a project update, Engineering Exchange, Consents Exchange and Land Exchange.</p> <p data-bbox="544 1512 1294 1550">MS Teams Call. Attended by NGET and RED Team.</p>
09/11/23 NGET Statement of Common Ground Meeting	<p data-bbox="544 1655 971 1693">Landscaping design concerns</p> <p data-bbox="544 1715 1410 1789">EIA and other site constraints and related siting of substation extension</p> <p data-bbox="544 1812 1323 1886">NGET Update on 'Masterplan for the substation' - Coordinated connection of low carbon energy projects.</p> <p data-bbox="544 1908 1046 1944">Attended by NGET and RED Team</p>

Date and type	Description of consultation
21/11/23 NGET Statement of Common Ground Meeting	NGET Relevant Representations NGET Update on 'Masterplan for the substation' Status update on Protective Provisions Status update on Connection Agreement Status Update on Heads of Terms Attended by NGET and RED Team
12/12/23 NGET Statement of Common Ground Meeting	Heads of Terms status update Land rights discussions Attended by NGET and RED Team
25/01/24 NGET Update on 'Masterplan for the substation'	Status Update on Heads of Terms Attended by NGET and RED Team
14/02/24 Heads of Terms status update	Land rights discussions Attended by NGET and RED Team
07/03/24 NGET Update on 'Masterplan for the substation'	Attended by NGET and RED Team
02/05/24 NGET Update on 'Masterplan for the substation'	Status update on Connection Agreement Status Update on Heads of Terms Attended by NGET and RED Team
23/05/24 Status Update on Heads of Terms	Attended by NGET and RED Team
01/07/24 Bolney Station	Land agreement meeting to be attended by NGET and RED team.

Date and type	Description of consultation
16/07/24 Bolney Substation	Call to discuss land agreement structure and obligations of the agreement.

3. Agreements Log

- 3.1.1 The following sections of this SoCG set out the level of agreement between the Applicant and NGET for each relevant component of the Application identified in **paragraph 2.1.4**. The tables below detail the positions of the Applicant alongside those of NGET and whether the matter is agreed or not agreed.
- 3.1.2 In order to easily identify whether a matter is ‘agreed’, ‘not agreed’ or an ‘ongoing point of discussion’, the agreements log in the tables below are colour coded to represent the status of the position according to the criteria in **Table 3.1** below.

Table 3.1 Position status key

Position Status	Colour Code
The matter is considered to be agreed between the parties	Agreed
The matter is neither ‘agreed’ or ‘not agreed’ and is a matter where further discussion is required between the parties, for example where relevant documents are being prepared or reviewed.	Ongoing point of discussion
The matter is not agreed between the parties, however the outcome of the approach taken by either the Applicant or NGET is not considered to result in a material outcome on the assessment conclusions.	Not agreed - No material impact
The matter is not agreed between the parties and the outcome of the approach taken by either the Applicant or NGET is considered to result in a materially different outcome on the assessment conclusions.	Not agreed - material impact

- 3.1.3 The overview of the status of discussion on all of the themes presented in the Agreement/Disagreement log has been reported throughout the Examination via the Statements of Commonality **[APP-8.31]**. The opening position of the stakeholder is reported against the evolving position of the Applicant. Where agreement is reached, this indicates that the stakeholder and Applicant mutually support the position stated by the Applicant. The date of agreement is noted and the ‘Record of Progress’ section of the SOCG tables captures how the issue reached the final ‘position status’, as in Table 3-1 above.

Table 3.2 Status of discussions related to Protective Provisions

Reference Number	Points of Discussion	NGET's Position	Applicant's Position	Current Status	Date of Agreement	Notes
NG1	NGET's rights of access to inspect, maintain, renew and repair apparatus.	<p>Concern Appropriate protection for retained apparatus including compliance with relevant standards for works proposed within close proximity of its apparatus.</p> <p>Desired Action NGET will require its standard Protective Provisions to be included within the Order.</p>	<p>The Applicant is seeking to agree Protective Provisions with NGET in order to maintain their rights of access to inspect, maintain, renew, repair and refurbish such apparatus.</p> <p>The Applicant is continuing to progress discussions with NGET to agree the Protective Provisions.</p>	Ongoing Point of Discussion		The Applicant is progressing discussions to agree Protective Provisions with NGET with only a few points of disagreement remaining. A summary of the outstanding points of disagreement is set out in Appendix 2 to the Explanatory Memorandum (document 3.2F)

Table 3.3 Status of discussions related to Compulsory Acquisition

Reference Number	Points of Discussion	NGET's Position	Applicant's Position	Current Status	Date of Agreement	Current Position
NG2	Instances where the Applicant intends to acquire land or rights or interfere with any of NGET's interests in land.	<p>Concern</p> <p>NGET objects to the compulsory acquisition of its land or rights over its land at Bolney substation.</p> <p>NGET requires protective provisions to be included within the DCO to ensure that NGET's interests are adequately protected and to ensure compliance with relevant safety standards. NGET's rights to retain its apparatus in situ and rights of access to inspect, maintain, renew and repair such apparatus located within or in close proximity to the Order Limits should be maintained at all times and access to inspect and maintain such apparatus must not be restricted. Plot 34/28 (Work No. 20) is the site of the Bolney substation extension, which is required to connect the Project to the National Electricity Transmission System. It is currently owned by NGET and NGET has undertaken to build the substation via a Transmission Owner Construction Offer ("TOCO") to the Electricity Systems Operator ("NESO"). Once accepted by NESO, the TOCO is legally binding on NGET. NGET is obliged to conclude an Interface Agreement ("IA") directly with the Applicant to support the TOCO and to grant each party the right to install, use, retain, repair, inspect, test, remove and modify its own assets on the other party's land, subject to certain conditions and limitations. The IA will also grant each party a right of access to the other party's land for the purpose of exercising such rights or performing such obligations, subject to certain arrangements and provisions. The IA will further provide for the sharing or provision of certain common assets and</p>	<p>The Applicant is keen to agree a negotiated settlement is reached with NGET regarding land rights. However, to ensure project delivery the use of compulsory acquisition powers is being sought. The Applicant is also progressing the agreement of Protected provisions.</p> <p>The Applicant is seeking sufficient rights within the land agreement to allow NGET to undertake works within its landholding subject to approval from the Applicant. Both parties acting reasonably. The agreement should also allow the option area to be refined over time as NGET's design is progressed.</p> <p>The Applicant continues discussions on the nature of rights being sought and will seek to come to an agreement that provides sufficient comfort to both parties.</p> <p>The Applicant has submitted a change request to address the concerns raised by NGET in relation to the use of compulsory acquisition rights and concern that this would cause unnecessary restrictions on its land.</p> <p>A reduced scope of works to land west of the Bolney Substation, changing from Work 19 Cable Installation to Work 13 Construction Access, and a change in land rights for Plot 34/31 and part of Plot 34/25 from permanent to temporary rights.</p> <p>A reduced scope of works to land east of Bolney Substation, changing from Work 17 Environmental Mitigation to Work 13 Construction Access, and a change in land rights for the majority of Plot 34/27 from permanent rights to temporary rights. The southern part of Plot 34/27 is till required for environmental mitigation in the form of boundary planting.</p> <p>In the area of the proposed substation extension, a change in land rights for Plot 34/28 is proposed from permanent acquisition to permanent rights and restrictive covenants.</p>	Ongoing Point of Discussion		<p>The Applicant will need to demonstrate it has sufficient rights over land it requires to construct the scheme. Until the voluntary land agreement is place Rampion 2 will need to secure the rights it needs to allow for the delivery of the project. If a voluntary land agreement can be reached the Applicant will seek only temporary construction rights for Plot 34/28.</p> <p>This agreement can be found in Appendix A.</p>

services between the parties, such as security, electricity supply, telecommunications, and metering.

This customer connections process is already established and will provide the Applicant with a connection to the NETS and all that it needs to install, retain and access its equipment. There is, therefore, no justification for compulsory acquisition of Plot 34/28 by the Promoter.

The Applicant's proposal to compulsorily acquire rights and impose restrictions over plots 34/25, 34/26 and 34/27 would make it more difficult to site other customers' cables in this area and may have the effect of sterilising the land entirely for that purpose. The plots are larger than the Applicant requires for its purposes and should be reduced. Additionally, the Applicant's ability to use powers of compulsory acquisition should be restricted so that they can only be exercised with NGET's consent.

Desired Action

Powers of compulsory acquisition over plot 34/28 should be removed entirely from the DCO. Further, NGET will require its standard Protective Provisions to be included within the Order.

These changes should go some way in addressing the points raised by NGET.

In response to the TOCO, this is an internal agreement between the Electricity Systems Operator and NGET. The Applicant is not party to this agreement.

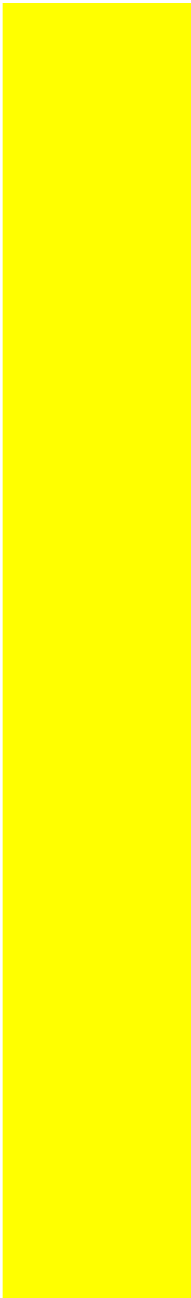


Table 3.4 Status of discussions related to Environmental Mitigation

Reference Number	Points of Discussion	NGET's Position	Applicant's Position	Current Status	Date of Agreement	Current Position
NG3	Environmental mitigation within NGET owned land.	<p>Concern</p> <p>NGET objects to the installation of environmental mitigation that has been allocated by the project in NGET owned land at Bolney substation.</p> <p>NGET notes that the concept of environmental mitigation being installed on its land was discussed previously but there has been no formal agreement progressed between parties.</p> <p>NGET is concerned about the constraints that this would impose on its land future works and future connections.</p> <p>Desired Action</p> <p>NGET must retain full control over land within its ownership in order to operate economically and efficiently, as well as renewing or expanding the existing substation.</p>	<p>The proposals for landscape mitigation planting alongside Bob Lane are included in the Rampion 2 proposals to mitigate the visibility of any NGET or Rampion 2 extension related works and infrastructure.</p> <p>The Outline Landscape and Ecology Management Plan (LEMP) [APP-232] presents the desired location of mitigation planting within Figure 1: Oakendene onshore substation - Indicative Landscape Plan.</p> <p>The Design and Access Statement [APP-037] – section 3.1.5 confirms that the detailed landscape design at the National Grid Bolney substation extension will be developed in agreement with NGET.</p> <p>Core design principles are presented in the Outline LEMP [APP-232], notably in Sections:</p> <ul style="list-style-type: none"> • 2.3 - Landscape design: National Grid Bolney substation extension; • 2.6.6 - Species Selection and Growth Rates; and • 2.6.10 - Landscape Management. <p>The Outline Code of Construction Practice [APP-224] Section 5 - The Management of onshore environmental issues, and Appendix B, namely:</p> <ul style="list-style-type: none"> • Figure 7.2.1k Hedgerow retention and treeline retention plan; • Figure 7.2.2h Woodland retention plan; and • Figure 7.2.3k - Scrub retention plan. 	Agreed	08/07/24	<p>The land required for mitigation does not lie within NGET's compound though is within their freehold ownership.</p> <p>The proposals for planting alongside Bob Lane were discussed with NGET as a concept that would in principle work for mitigating views of any NGET or Rampion 2 extension related works during the meeting on 09/11/2023. It was acknowledged that the Rampion 2 proposal is to develop the final planting plans in consultation with NGET post consent.</p> <p>Further discussion continues as the masterplan proposals are developed by NGET, and on agreeing responsibilities in relation to mitigation planting.</p> <p>The option plan has been revised to show the area required for landscape planting to the boundary of Bob Lane. It is therefore clear that ecological mitigation is not required to the extent previously shown and NGET accepts that the extent of land required for boundary landscape planting is acceptable.</p> <p>Changed from yellow to green.</p>
NG4	Transfer of the benefit of the order / ability to carry out substation works under TCPA 1990	<p>NGET acknowledges that the Order provides for the transfer of benefit to NGET. However, NGET's position is that the DCO should grant NGET the power to carry out those works that it will deliver without the powers having to be transferred.</p> <p>The Sizewell C DCO is a precedent for this approach. There, the benefit of the</p>	<p>Whilst it is noted that Sizewell C DCO included different wording for its equivalent of Article 5 (Benefit of the Order), the Applicant does not consider that a similar amendment is appropriate for the Proposed Development. There are numerous consequences that flow from commencement of the authorised development including compliance with articles, and discharge of, and compliance with, requirements under the terms of the Order. As such the undertaker must be able to control commencement, which would</p>	Not agreed - No material impact		

Order for the defined 'grid works' extends to both the Applicant and NGET:

Benefit of Order

8.—(1) Subject to article 9 (consent to transfer benefit of the Order), the provisions of this Order have effect solely for the benefit of NNB Generation Company (SZC) Limited save for—

...

(c) in respect of any grid works, for which the provisions of this Order have effect for the benefit of NNB Generation Company (SZC) Limited and National Grid.

Further, the Order should provide for the possibility that NGET may prefer to carry out the relevant works under a planning permission granted under Part 3 of the Town and Country Planning Act 1990 ("**TCPA**"). NGET may, for example, need to carry out the works ahead of implementation of the DCO and therefore may wish to carry them out under permitted development rights or an express grant of planning permission.

The DCO needs to make clear that, if NGET opts to carry out works under the TCPA, the requirements of the DCO no longer apply to those works. The A428 Black Cat to Caxton Gibbet DCO provides precedent for this in article 55:

not be possible if the provisions of the Order had effect for a third party, and particularly noting that NGET may wish to carry out works at the Bolney substation early. NGET acknowledge that the existing wording of Article 5 provides for the transfer of benefit, and the terms of any such transfer can be agreed between the undertaker and NGET.

The Applicant notes that NGET may prefer to carry out the relevant works under a different consent. Article 58 (Inconsistent planning permissions) of the Draft Development Consent Order [REP3-003] (updated at Deadline 4) includes provision for development within the Order limits otherwise than pursuant to the Order; an amendment has been made to this Article to confirm that it also applies to development which is consistent with the authorised development, and that the requirements set out in Part 3 of Schedule 1 (requirements) shall not apply to development pursuant to such a permission.

The Cadent Diversion Works

55.—(1) If the undertaker implements the undertaker undertakes the works described granted under Part 3 of the 1990 Act then the not have effect in so far as they relate to those notice on the Secretary of State and the relevant

- (a) cease to rely on planning permission ;
- (b) carry out Work No. 51 under this Order in Part 1 of Schedule 2).

(2) Cadent or the undertaker must not carry been served under paragraph (1).

(3) Notwithstanding paragraph (2), the und Order in respect of Work No. 51.

Desired Action

NGET requires that equivalent provisions to those set out above are included in the Applicant's DCO.

4. References

Rampion 2 DCO Project Glossary:

[1.7 Rampion 2 Application Document Tracker \(planninginspectorate.gov.uk\)](#)

Rampion 2 DCO Examination Document Library:

[EN010117-000419-Rampion 2 Exam Library.pdf \(planninginspectorate.gov.uk\)](#)

