

WRITTEN REPRESENTATION

Representation by National Grid Interconnectors Limited Plc to the Stonestreet Green Solar Project ("the Project")

Introduction

We are instructed by National Grid Interconnectors Limited Plc ('NGIL') in relation to the application made by EPL 001 Limited ('the Applicant') for a Development Consent Order ('the draft Order') for Stonestreet Green Solar ('the Project'). This written representation is made for and on behalf of NGIL.

The application for the draft Order includes a proposal to connect to the National Grid Sellindge Substation via a new 132kV connecting substation. The National Grid Substation at Sellindge is an asset which forms an essential part of the electricity transmission networks in England and Wales are within, or in close proximity to, the Order Limits. NGIL have a Category 1 interest in Plot 5/8 which is subject to permanent acquisition of rights over approximately 3993 sqm of NGIL's industrial apparatus, pipelines, private road, in the National Grid Sellindge converted station for the purposes of Work No.4.

NGIL detailed in its section 56 Relevant Representation on 11 September 2024 the protections NGIL require in order to be in a position to withdraw its objection to the draft Order. These protections are the inclusion of full and proper Protective Provisions for NGIL in the draft Order together with the settlement of a Side Agreement and any other relevant agreements so to properly and fully protect NGIL's statutory undertaking.

Compulsory Acquisition Powers

As stated in the s56 Relevant Representation, NGIL is part of the National Grid group, which owns and operates the electricity transmission infrastructure in the UK. As a responsible statutory undertaker, NGIL'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.

The Book of Reference and Land Plans indicate that powers for the compulsory acquisition of rights and extinguishment of rights are included over NGIL's operational land and industrial apparatus at National Grid Sellindge Substation. NGIL cannot agree to the Applicant being granted the unfettered ability to exercise any compulsory acquisition or extinguishment of rights over its apparatus and operational land. This is not acceptable to NGIL as it would create a serious detriment to the continued safe, economic and efficient operation of its infrastructure. NGIL'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. As such the protection from compulsory acquisition of NGIL's land and interests must be included in the Protective Provisions.

Protective Provisions

NGIL requires its standard, and well precedented in DCO Protective Provisions to be included within the draft Order to ensure that its interests are adequately protected and to ensure compliance with relevant safety standards.

NGIL's Protective Provisions were sent to the Applicant in July and the Applicant's comments were received by NGIL in November 2024. Currently NGIL's comments in return (sent on 10 December) are being reviewed and considered by the Applicant. NGIL will continue to keep the Examining Authority updated in relation to these discussions.

Side Agreement

NGIL require a Side Agreement to be entered into to manage the direct interface that the draft Order has with NGIL's apparatus and land. The first draft of the Side Agreement was sent to the Applicant in July and was received by NGIL with the Applicant's comments in November. NGIL is currently reviewing the Side Agreement.

Related Agreements

A Crossing Agreement will be required due to the cable route of the Applicant's Project crossing NGIL's IFA interconnector. NGIL and the Applicant have agreed not to commence specified works at any identified crossing point where the Project cable route crosses NGIL's IFA interconnector without the Applicant entering into a Crossing Agreement with NGIL. Similarly the Applicant must enter a Deed of Consent required by NGIL where any works are carried out at an identified crossing point within NGIL's easement strip.

Summary

As stated in the s56 Relevant Representation. NGIL does not object in principle to the proposals. However it is imperative that relevant and adequate protections are put in place so not to compromise NGIL's ability to deliver its statutory undertaking.

NGIL requires the draft Order to include NGIL's standard form of its Protective Provisions for the protection of NGIL and its apparatus and operational land and to manage the interface between the Project and NGIL's infrastructure.

For the reasons set out above, NGIL considers a Side Agreement to be the most effective way of providing NGIL with the comfort of retaining its existing rights, providing for the recovery of NGIL costs and governing the relationship between the parties.

Discussions to date with the Applicant are progressing, however as NGIL and the Applicant are still negotiating the Side Agreement and Protective Provisions, NGIL at present must maintain its objection to the Project and reserves the right to make further representations as part of the examination process.