

7000 Acres

Summary of Oral Submissions – ISH 1 Tuesday 15 October 2024

Tillbridge Solar Project

Deadline 1 – Tuesday 29 October 2024

Agenda Item 4.1 Generating Capacity

The Applicant's energy expert stated that over the 60-year lifetime of the 500MW solar plant the total generation was expected to be 48.5TWhrs.

A 500MW photovoltaic power plant in the UK would be constrained by a generation factor of 10%, due to daylight hours and limited sunlight, so calculations are based on this limitation.

$500\text{MW} @ 10\% = 50\text{MW} \times 8760 \text{ [hours per year]} = 438000\text{MWhrs} \times 60 \text{ years} = 26280000\text{MWhrs}$ or **26.28TWhrs**.

Any suggestion of solar panel output increase in the future due to improved technology is pure speculation and cannot be used in calculations. Advice Notice Nine requires the Applicant to take a reasonable worst-case assumption, which has not been done in this case. A reasonable worst case would be applying current technology to calculate future generating potential.

The idea of over planting a solar installation will in effect give it a greater output in dull weather conditions but then would create wasted installed capacity in optimal conditions, lowering the overall yield of the solar panels and further exaggerating the already poor electrical generation to land ratio.

If the plant has a maximum export limit, this should be matched to the maximum generation limit of the equipment. The Applicant appeared to imply that the circa 50% overplanting would be operational from the start of the scheme, but EN-3 footnote 84 states:

“Overplanting” refers to the situation in which the installed generating capacity or nameplate capacity of the facility is larger than the generator’s grid connection. In the case described in paragraph 2.10.46 solar generators may install but not initially use additional panels to act as a backup for when panels degrade, thereby enabling the grid connection to be maximised across the lifetime of the site. For planning purposes, the proposed development will be assessed on the impacts of the overplanted site”.

So, the Applicant cannot take credit for the overplanted additional generating capacity until the operational solar panels start to degrade. The Applicant has clearly exaggerated the generating capacity of the scheme.

Agenda Item 4.2 – Associated Development – Battery Energy Storage System (BESS)

BESS of all sizes are specifically excluded from the NSIP Regulations. Instead, BESS applications are covered by The Infrastructure Planning (Electricity Storage Facilities) Order 2020 and determined through the Town and Country Planning Act by LPAs. Electricity storage is covered by EN-1 and EN-3, but this is in the context of pumped hydro storage; EN-1 uses the word battery once and EN-3 does not contain any references to batteries.

The PA2008, Guidance on Associated Development Applications for Major Infrastructure Projects is clear on the requirements for what constitutes Associated Development. The PA (2008) Associated Development Guidance states in paragraph 5 (iii) that: *“Developments should not be treated as associated development if it is only necessary as a source of additional revenue for the applicant, in order to cross subsidise the cost of the principal development”*. In the case of the Tillbridge BESS, it will be the only source of income at night and the primary source of income during the winter months.

The Applicant stated the primary purpose of the BESS was to support the solar generation plant. However, their joint venture partner involved in the Mallard Pass solar NSIP did not install a BESS, as due to technical reasons it was only capable of exporting electricity to the national grid and not importing electricity. Therefore, the extensive additional revenue from energy arbitrage was not available to cross subsidise the overall scheme and so a BESS was not installed. This undermines the Applicant’s case that the BESS has a primary purpose of supporting the solar generation.

There is currently insufficient evidence for the Examining Authority to conclude that an energy trading BESS would be Associated Development or to cross-subsidise the overall development.

Agenda Item 4.3 – Operational lifetime of the Proposed Development

Draft Development Consent Order (dDCO)

Part 2 – Principal Powers

Definition of Maintain

7000 Acres believes the current definition of “Maintain” in the dDCO is too wide ranging and will permit the Operator to change the infrastructure at will. We prefer the definition proposed by the Examining Authority for the West Burton Solar NSIP in The Examining Authority’s schedule of changes to the draft Development Consent Order (dDCO) [REP4-024] Published: 19 April 2024¹:

Reference	ExA’s Suggested Changes	ExA’s Comments
Article 2- Interpretation Definition of ‘Maintain’	“maintain” includes inspect, repair, adjust, alter, remove, refurbish, reconstruct, replace and improve any part of but not remove, reconstruct or replace the whole of, the authorised development and “maintenance” and “maintaining” are to be construed accordingly;	Current definition wide ranging in scope with insufficient justification for the extent of power sought provided.

5. Draft Development Consent Order (dDCO)

Agenda Item 5.1 – Articles of the dDCO

Article 36

Compulsory acquisition where multiple schemes overlap (for instance in relation to the cable route).

7000 acres raised the issue that it is very difficult for a landowner who is currently negotiating with four Solar NSIP schemes in the region to navigate both the legal

¹ <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010132/EN010132-001792-ExA%20DCO%20commentary.pdf>

and practical issues involved. The Examining Authority raised the possibility of this landowner expressing their concerns at future Compulsory Acquisition Hearing. 7000 acres agreed to pass on this invitation.

Article 39

Applicant confirmed that in article 39(1) they will remove the term 'near' the Order Limits to 'within' the Order Limits. This refers to the possible felling or lopping of any tree. 7000 acres agree with this change.

Article 40

2(b) refers to the replacement of trees in relation to the 1990 Act. The Applicant in 2(b) states this replacement does not apply. 7000 acres seeks that replacement of TPO'd trees does apply.

Open Discussion of Other Articles

Representation made by Mr Robert Antony Cort on behalf of 7000 acres:

I have a concern with regard to discharge of chemicals. I notice in the applicant's documentation they talk about cleaning of the solar panels and I would like confirmation that only potable water is used for that method and if that's the case, what I would like is for the DCO to actually identify that only potable water, with no added chemicals, can be used to clean the panels in future.

The Examining Authority confirmed this issue will be looked at in detail in the Examination.

Agenda Item 5.2

Requirement 4 – Community Liaison Group

7000 acres raised the issue that the terms of reference are to be agreed (as drafted) between the undertaker and the planning authority. Therefore, in the first instance the community are excluded in relation to agreeing how community liaison is

enacted. In our opinion any agreement for the terms of reference for the community liaison group need to include the community.

Requirement 8 – Biodiversity net gain

7000 acres raised the issue of biodiversity loss.

It is requested that the Applicant breaks down the calculations of net gain by first individually listing the biodiversity loss due to removal of existing and mature trees, hedgerows and vegetation for clarity and to aid understanding.