

THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010

TILLBRIDGE SOLAR PROJECT

**RESPONSE SUBMITTED ON BEHALF OF EDF ENERGY (THERMAL GENERATION)
LIMITED TO THE EXAMINING AUTHORITY'S FIRST WRITTEN QUESTIONS (NO.
Q1.6.5)**

INTERESTED PARTY REFERENCE NUMBERS: TBSP-AFP062 AND 20049629

DEADLINE 3

10 DECEMBER 2024

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1. INTRODUCTION

1.1 EDF Energy (Thermal Generation) Limited (“**EDF**”) is an Affected Person for the purposes of the Planning Act 2008 and the Infrastructure Planning (Interested Parties) Regulations 2010, as its land is subject to proposed compulsory acquisition rights by the applicant, Tillbridge Solar Project Limited (the “**Promoter**”). The Book of Reference (REP1-015) identifies plots 21-23, 23-02, 23-03, 23-04, 23-05, 23-06, 23-07, 24-01 and 24-02 as land owned by EDF and plots 1-02 and 1-03 as land in which EDF has an interest over which compulsory acquisition powers to acquire new rights and imposition of restrictions are sought. As such, EDF is an Interested Party by virtue of being an Affected Person as defined by s. 59(4) of the Planning Act 2008.

1.2 EDF also registered as an Interested Party and submitted a relevant representation on 11 July 2024 in order to protect its existing assets (RR-080).

1.3 The Examining Authority’s written questions and requests for information (ExQ1) issued on 19 November 2024 included question no. Q1.6.5 for statutory undertakers:

“Can all Statutory Undertakers with Protective Provisions included within Schedule 15 of the Draft Development Consent Order advise if they are content with the provisions or challenge any parts included or missing, in particular providing detail where those items have been drawn out as outstanding and not yet subject to agreement within the relevant Statements of Common Ground?”

1.4 EDF’s response to question Q1.6.5 is set out below.

2. Q1.6.5 – PROTECTIVE PROVISIONS FOR THE PROTECTION OF EDF ENERGY

2.1 As noted in its written representation submitted at Deadline 2 (REP2-048), EDF considers it necessary for the protection and continued safe operation and future demolition of its assets that protective provisions be included within the draft Development Consent Order (“**dDCO**”). The latest version of the dDCO submitted by the Promoter at Deadline 1 (REP1-008) includes a placeholder at Schedule 15, Part 15 for these protective provisions.

2.2 Draft protective provisions have been issued to the Promoter, and the parties are in discussion regarding these with the intention that the Promoter will include these protective provisions on the face of the dDCO at a subsequent deadline.

2.3 The Promoter and EDF are largely in agreement on the content and form of EDF’s protective provisions. The only areas which remain in discussion are:

2.3.1 restrictions on the use of compulsory acquisition powers; and

2.3.2 indemnities.

2.4 Should it not be possible to reach agreement with the Promoter on these areas, EDF reserves the right to submit its proposed protective provisions to the Examining Authority at a later deadline.

CMS Cameron McKenna Nabarro Olswang LLP

For and on behalf of EDF Energy (Thermal Generation) Limited

10 December 2024