

Aura Power Response to the Examining Authority's First Written Questions (ExQ1) in relation to an APPLICATION BY NATIONAL GRID ELECTRICITY TRANSMISSION FOR AN ORDER GRANTING DEVELOPMENT CONSENT FOR THE NORWICH TO TILBURY PROJECT PINS REF: EN020027

Dated 10/04/2026

Interested Party Reference number: [REDACTED]

1. Context:

- 1.1. Marsh Lane Solar Farm is a 30MWac ground-mounted solar PV development situated near Diss, Norfolk (Solar Project).
- 1.2. Aura Power Developments Ltd (Aura Power) and its group companies hold the land, grid, and planning rights for the Solar Project and intend to commence construction during 2027.
- 1.3. Planning approval for the Solar Project was granted following a cross boundary application, determined by Mid-Suffolk District Council and South Norfolk District Council.
- 1.4. Mid-Suffolk District Council Planning Committee resolved unanimously to approve the Solar Project in April 2025, with the Decision Notice issued on 13th August 2025 (LPA ref: DC/23/05426).
- 1.5. Planning permission for the underground cable route connecting the Solar Project to Diss BSP, was also granted in April 2025 under delegated powers by South Norfolk District Council (LPA ref: 2023/3574).
- 1.6. A copy of the approved Solar Project Layout Plan GBR.0010.DEV.M4.001.0.D.h is shown in Figure 1, and a copy of the approved Location Plan that also shows the Solar Project's underground cable route is shown in Figure 2.

Figure 1: Solar Project Layout Plan GBR.0010.DEV.M4.001.0.D.h

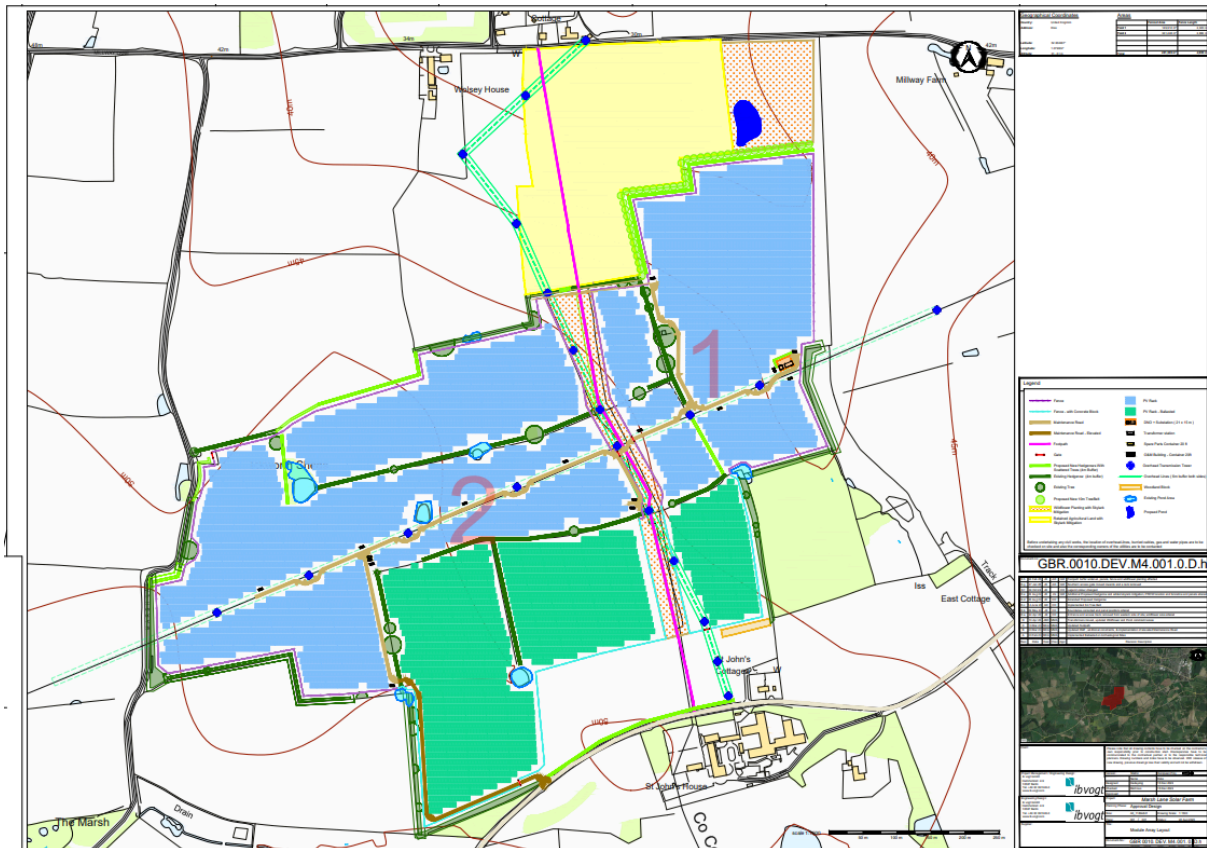
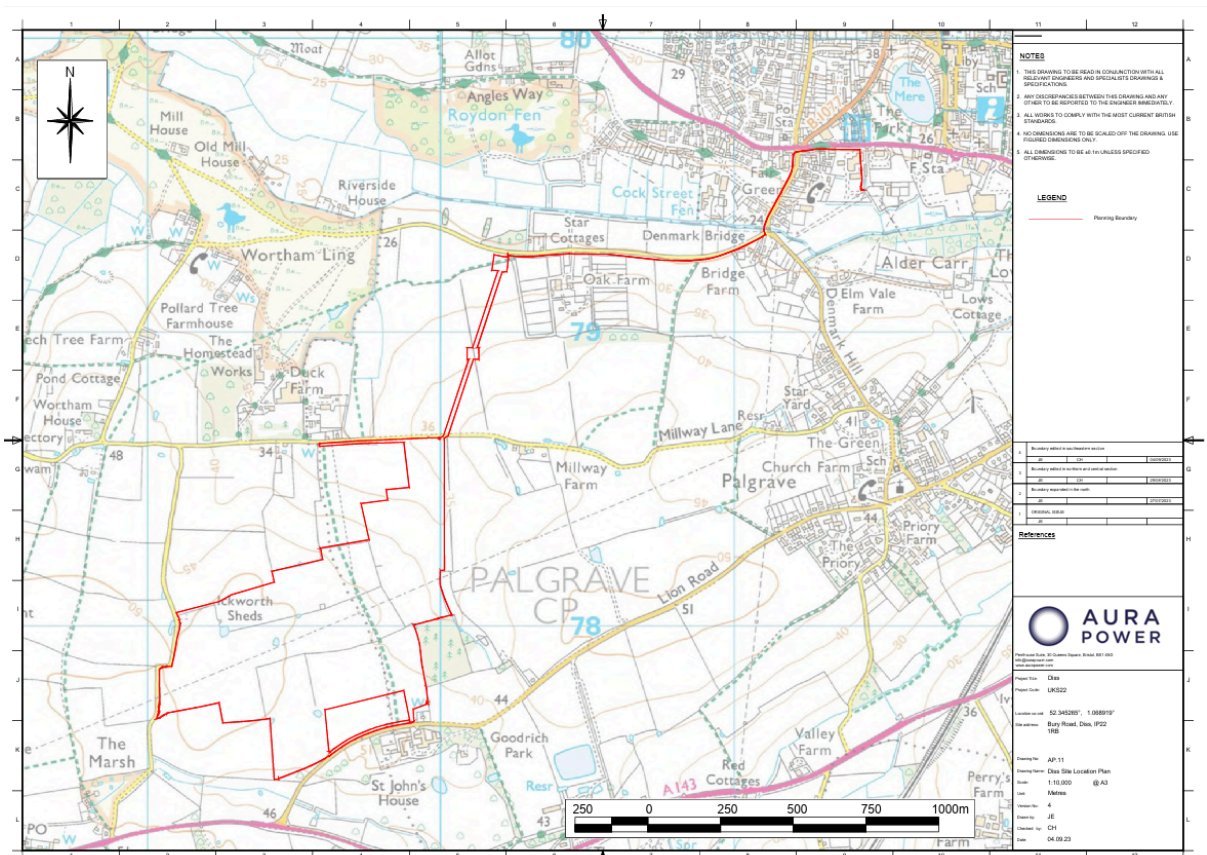


Figure 2: Solar Project Location Plan (including underground cable route to Diss BSP)



2. Pylon Project's Response to Aura Power's Written Representations

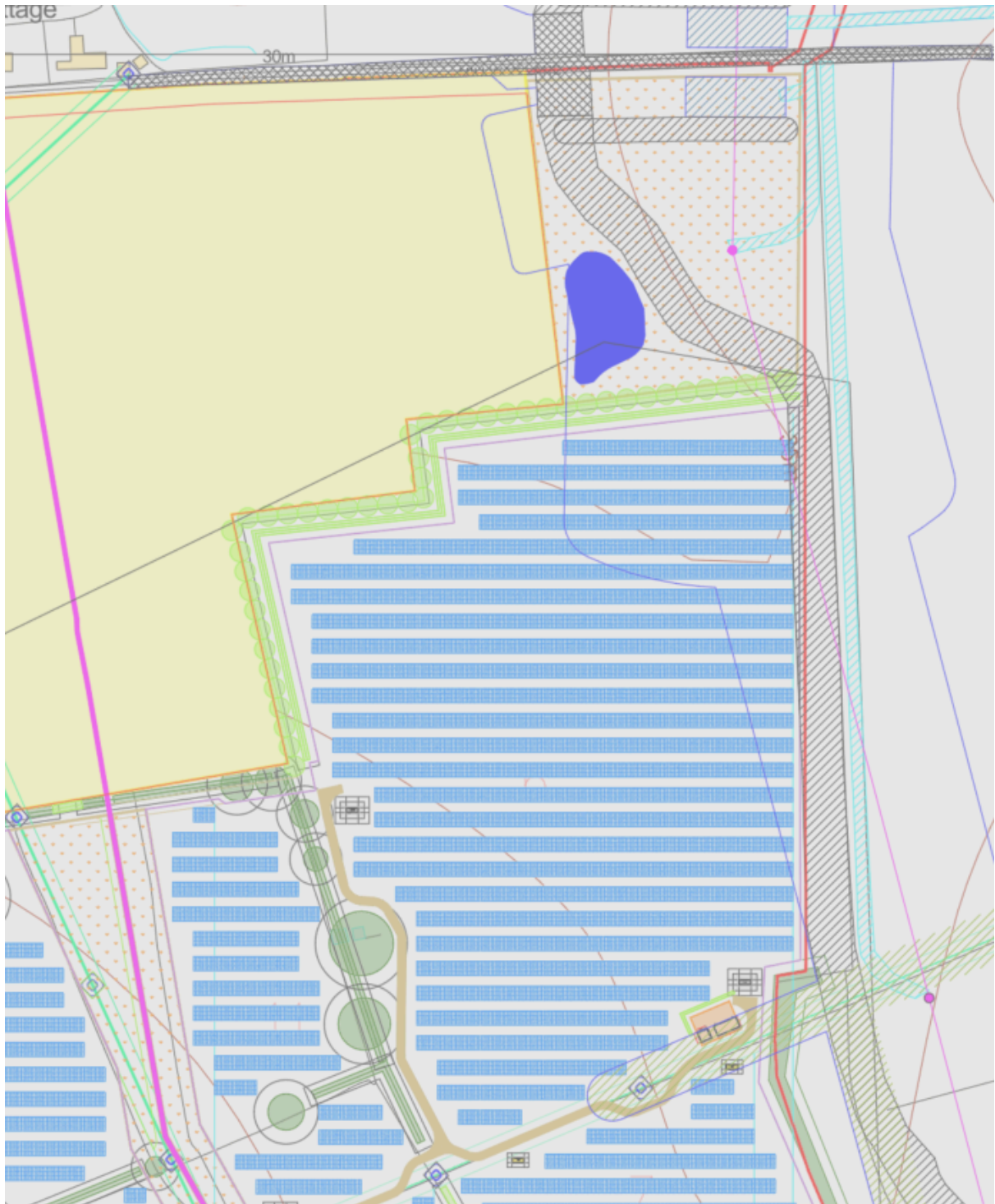
- 2.1. Aura Power submitted Written Representations to the ExA on 26th February 2026 ahead of Deadline 1 confirming that the Norwich to Tilbury Project's (Pylon Project) current plans will have a material impact on the Solar Project, its underground cable route, and its proposed areas for BNG and ecological mitigation.
- 2.2. The Applicant has provided comment on the interrelationship between the Pylon Project and the Solar Project via ExQ1 section GEN 1.12 and the linked interrelationship report REP1-134.
- 2.3. Section 3.3.8 (BMS44 & BMS69) within REP1-134 surmises that "*The proposed solar farm planning application (DC/23/05426) area covers an area of 49.1 hectares of which 13 hectares would be covered by solar panels*", and that "*As there is no physical overlap of built development, the proposed development is currently not considered to impact on the ability of the Applicant or the developer to implement their respective proposals.*"

3. Aura Power's Response to ExQ1 (REP1-134 ref: BMS44 & BMS69)

- 3.1. Aura Power responds for the record that the Applicant's statement referred to in 2.3 above is factually incorrect as the consented layout plan GBR.0010.DEV.M4.001.0.D.h contains an area of approx. 26.38 hectares covered by solar panels.
- 3.2. Aura Power provides Figure 3 below which overlays the relevant parts of the Pylon Project's proposed permanent built development, temporary development such as the construction haul road, and overall order limits for wider rights of access on top of the Solar Project's consented layout plan GBR.0010.DEV.M4.001.0.D.h.
- 3.3. Aura Power responds that the Applicant's statement referred to in 2.3 above is incorrect as the permanent built development (Pylon RG91) proposed within the area of the layout plan identified as 'Wildflower Planting with Skylark Mitigation' will have a material impact on Aura Power's ability to deliver on its obligations within the Solar Project's planning consent regarding biodiversity net gain and skylark mitigation via skylark plots in this area as well as the adjacent area identified on the layout plan as 'Retained Agricultural Land with Skylark Mitigation'. Tall structures such as pylons and overhead lines act as perches for skylark predators thereby discouraging skylarks to nest and breed nearby, therefore if Pylon RG91 is constructed in the location currently planned there could be a subsequent requirement from the local planning authority on Aura Power and the Landowner to secure alternative land for skylark mitigation.

- 3.4. The obligation for Aura Power to deliver skylark plots in the areas identified in 3.3 above is secured legally with Mid Suffolk District Council via a signed Section 106 Agreement dated 8th August 2025.
- 3.5. Aura Power responds that the Applicant has not acknowledged the Written Representations submitted by Aura Power confirming that temporary rights proposed by the Pylon Project including, but not limited to, the compulsory acquisition of rights for the construction of a “Primary Access Route” that is understood to be an approx. 20 metre wide temporary construction haul road, together with temporary access for scaffold installation and a crossover bellmouth access point off Millway Lane with visibility splay (black and blue hatched areas in Figure 3), as well as the compulsory acquisition of rights for undergrounding of an existing 11kV overhead line within proximity of proposed pylon RG92 (yellow hatched area in Figure 3), will all have a material impact on Solar Project.
- 3.6. Aura Power responds that the non-built development (or temporary rights) noted in 3.5 above are clearly shown in Figure 3 to overlap and therefore have direct interaction and a material impact on the following areas of the Solar Project:
 - 3.6.1. Additional negative impact on Aura Power’s ability to deliver on its obligations within the Solar Project’s planning consent regarding biodiversity net gain and skylark mitigation via skylark plots in the area of the layout plan identified as ‘Wildflower Planting with Skylark Mitigation’.
 - 3.6.2. Impacting a section of the new vegetation Aura Power are obliged to plant, identified on the layout plan in lime green as ‘Proposed New 10m Tree Belt’ and ‘Proposed New Hedgerows With Scattered Trees (4m buffer)’.
 - 3.6.3. Impacting sections of the perimeter Fence identified by the purple line on the layout plan.
 - 3.6.4. Impacting an area of solar panels (PV Rack) in the north east corner of the layout plan.
 - 3.6.5. Impacting the substation (DNO + Substation identified by an orange polygon) and the nearby Transformer station identified in grey.

Figure 3: Pylon Project Rights overlaid on the Solar Project layout plan
GBR.0010.DEV.M4.001.0.D.h



4. Compensation for Loss or Damage:

- 4.1. Where DCO powers to acquire land and rights in land compulsorily are exercised, any loss or damage caused to landowners, occupiers and those with another interest in land by the exercise of the powers is compensable.
- 4.2. Should land that Aura Power has rights over be affected (either temporarily or permanently) by the Pylon Project, Aura Power outlines its position that it will be entitled to compensation for all costs and loss of revenue related to any land taken and any impact the Pylon Project has on the Solar Project and its underground cable route. This compensation will need to recognise that following the grant of planning permission, alongside work to discharge planning conditions in 2026 and work to commence construction in 2027 and beyond, the Solar Project is committed development.
- 4.3. Compensation would include, but not be limited to:
 - 4.3.1. Land/Rights acquisition cost
 - 4.3.2. Loss of development value
 - 4.3.3. Disturbance
 - 4.3.4. Injurious affection
 - 4.3.5. Severance
 - 4.3.6. Legal and professional fees
 - 4.3.7. Statutory Loss payments

5. Summary of Aura Power's Response:

- 5.1. Aura Power rejects the Applicant's statement that *"As there is no physical overlap of built development, the proposed development is currently not considered to impact on the ability of the Applicant or the developer to implement their respective proposals."* for the reasons outlined in sections 3.3 - 3.6 above which demonstrate that both the temporary and permanent built developments shown in Figure 3 will have a material impact on the Solar Project.
- 5.2. Aura Power objects to the location of the proposed Pylon Project temporary and permanent development shown in Figure 3 as they will not provide best value for money for consumers and UK taxpayers who will ultimately have to fund an avoidable significant additional cost in the form of consequential compensation that would become payable to Aura Power to reflect the impact of incurred costs and lost revenue for the Solar Project.