

1. INTRODUCTION

1.1 This closing statement is submitted on behalf of Brickkiln Farm Solar Limited (Brickkiln) in respect of the examination of the application by National Grid Electricity Transmission (NGET) for development consent for its Norwich to Tilbury project (the Project).

1.2 Brickkiln is both an affected person (its land interests having been identified for compulsory acquisition on Land Plan A Sheet 2 of 13 [REP6-006], plots A-2/31, A-2/35, A-2/36, A-2/37, A-2/38, A-2/39, A-2/40, A-2/41, and A-2/43 [REP6-044]) and an interested party for the purposes of the examination of the Project.

1.3 This closing statement provides a summary of those matters which have not been resolved to Brickkiln's satisfaction during the examination of the Project in order to assist the examining authority in preparing its recommendation to the Secretary of State. These matters have been raised in the submissions made by Brickkiln throughout the examination, namely:

- (a) the Relevant Representation dated 27 November 2025 [RR-0406];
- (b) the Written Representation dated 26 February 2026 [REP1-212];
- (c) the Affected Person's Representation dated 18 June 2026 (submitted at Deadline 5a); and
- (d) the signed Statement of Common Ground – Revision C dated 21 July 2026 (submitted at Deadline 7) (the SoCG) (together, the Previous Submissions).

2. EXECUTIVE SUMMARY

2.1 Throughout the examination, Brickkiln has engaged constructively with NGET and its agents, including by providing CAD drawings for Brickkiln Solar Farm. Notwithstanding that engagement, detailed design and technical information for the Project necessary to enable a comprehensive assessment of the anticipated impact on Brickkiln Solar Farm has not been provided as of the date of this closing statement.

2.2 Brickkiln supports the delivery of improvements to nationally significant transmission infrastructure in principle. However, Brickkiln cannot accept the current proposals which appear likely to materially compromise the safe operation, electrical integrity, and commercial viability of Brickkiln Solar Farm. Brickkiln requires the Project to be amended or contractual arrangements to be put in place so that either (i) the solar farm is avoided entirely, or (ii) provide protective provisions including indemnification are secured, in either case prior to the making of the Order.

2.3 The key matters which remain in dispute between Brickkiln and NGET are summarised in sections 3 and 8 of the SoCG. As set out below, all of these matters remain unresolved to Brickkiln's satisfaction as at the date of this closing statement. Per section 3 of the SoCG, resolution is not expected in respect of each of these matters until after Deadline 7 and, in respect of the acquisition of land rights over Brickkiln Solar Farm, beyond the end of the examination. In light of this, Brickkiln respectfully requests the examining authority to recommend to the Secretary of State that prior to making any order:

- (a) modifications be made to the Project to avoid Brickkiln Solar Farm entirely;
- (b) if avoidance is not possible, that all outstanding design and technical information, studies, and assessments requested by Brickkiln in the Previous Submissions and inter partes correspondence be provided by NGET;
- (c) that protective provisions be included in the DCO or contractually for the benefit of Brickkiln on terms no less beneficial than those included in the DCO for the benefit of statutory undertakers;
- (d) that a full indemnity must be entered into by NGET in favour of Brickkiln prior to the making of the DCO, on terms which comprehensively cover all potential heads of loss as identified in this closing statement and in the Previous Submissions;
- (e) that compulsory acquisition powers over Brickkiln Solar Farm be refused unless and until satisfactory protective provisions are secured to ensure that the operation and maintenance of Brickkiln Solar Farm is not compromised by the construction, operation and maintenance of the Project; and
- (f) that, if the studies and assessments requested in the Previous Submissions and inter partes correspondence have not been completed and the results shared with Brickkiln in sufficient time for amendments to be made to the DCO to deal with any negative interactions between the Project and Brickkiln Solar Farm, the DCO should not be granted in its current form insofar as it affects Brickkiln Solar Farm.

3. MATTERS NOT RESOLVED TO BRICKKILN'S SATISFACTION

3.1 The following matters remain unresolved to Brickkiln's satisfaction, as detailed in sections 3 and 8 of the SoCG. Conductor Height, Span Designs, and Shading Impacts and Mitigation (SoCG ID 8.1)

3.2 Whilst initial design documents have been provided to Brickkiln by NGET's agents on 7 May 2026, Brickkiln has not yet received up-to-date detailed conductor height and span designs, spatial coordinates for Pylons RG13 and RG14, or the results of shading assessments. Without this information, Brickkiln remains unable to meaningfully assess the potential shading and operational impacts of the Project on the solar farm. NGET's position is that shading could be a matter to be dealt with under the compulsory acquisition compensation code; this does not provide Brickkiln with adequate protection.

3.3 If the Project cannot be amended to avoid Brickkiln Solar Farm entirely, all design and technical information requested to date must be provided prior to the grant of the DCO to enable suitable protective provisions to be prepared and included in the DCO or contractually. Such protective provisions must not be on terms not less beneficial than those provided to statutory undertakers. This is necessary as Brickkiln does not hold a licence under section 6 of the Electricity Act 1989 and will not benefit from the protective provisions for statutory undertakers in Part 1 of Schedule 16 to the draft DCO (as agreed in the section 7.5 of the SoCG).

Earthing Study and Wider Electrical Impact Assessment (SoCG ID 8.2)

3.4 Brickkiln requires a full earthing interaction and coupling study, together with a wider electrical impact assessment, to determine whether there are any residual earthing risks or electrical impacts to Brickkiln Solar Farm as a result of the Project. The assessments and studies requested in relation to issue 8.2 in the SoCG must be carried out the results provided in sufficient time to enable necessary mitigation measures and protective provisions to be included in the DCO.

3.5 Brickkiln had requested these results to be provided prior to the end of the examination, but it seems unlikely NGET will be able to fulfil this request at this stage. The DCO should not be granted for the Project unless these results have been provided and amendments made to the Project and the DCO or contractually to mitigate and protect against any residual risks and impacts identified.

Construction Methodology and Temporary Removal of PV Panels (SoCG ID 8.3)

3.6 Whilst it is agreed that the Project will not require the removal of PV panels for the erection of proposed towers (SoCG ID 7.4), Brickkiln requires confirmation that no Brickkiln Solar Farm infrastructure will be removed or relocated as a result of the Project. Brickkiln also requires an indemnity for any losses suffered as a result of any removal or relocation of Brickkiln Solar Farm infrastructure.

3.7 In the absence of such confirmation, Brickkiln requires detailed construction methodologies, confirmation of any outage impacts, information about any potential impact to Brickkiln Solar Farm resulting from the undergrounding of UKPN's existing overhead line, and a full indemnity for damage and consequential losses including loss of profit. Brickkiln also requires the inclusion of protective provisions in the DCO or contractually to secure (as set out in the SoCG): (i) the ability for Brickkiln to stipulate reasonable requirements where any DCO works involve interference with Brickkiln's infrastructure; (ii) the provision of equivalent alternative infrastructure where any infrastructure is removed or displaced; (iii) continuous access to Brickkiln infrastructure (or alternative infrastructure); and (iv) reimbursement of any and all costs incurred by or on behalf of Brickkiln as a result of the construction, operation or maintenance of the Project. No protective provisions for the benefit of Brickkiln have been included in the draft DCO or offered contractually to date.

Construction Access (SoCG ID 8.4)

3.8 Brickkiln requires confirmation unrestricted 24-hour access to Brickkiln Solar Farm infrastructure and PV panels to be maintained at all times during the construction, operation, maintenance and decommissioning of the Project. Although the current proposals do not provide for haul roads and working areas within the operational area of Brickkiln Solar Farm, updated information regarding access and construction and haul road arrangements must be shared with Brickkiln as it becomes available to enable Brickkiln to evaluate any expected impediments to its operations.

3.9 As such information has not been provided at this stage, Brickkiln reiterates the need for adequate protective provisions and indemnification, neither of which have been provided to date.

Underground Cable Routing and 11 kV Line Diversion (SoCG ID 8.5)

3.10 The proposed diversion of the 11 kV export line represents a serious operational risk as this line is Brickkiln Solar Farm's sole point of export to the distribution network. Any diversion seems likely to cause outages and interrupt electricity export, which could result in Brickkiln suffering significant losses.

3.11 Brickkiln requires full details of the diversion design, construction programme and anticipated outage duration together with confirmation that the continuity of its grid connection will be protected throughout construction and operation of the Project. The continuity of the grid connection should be ensured through protective provisions which provide for an alternative connection to be provided in advance of any disruption to existing solar farm infrastructure being caused by the Project. Brickkiln also requires the indemnity as set out in further detail in the SoCG and below. As noted above, neither the protective provisions nor the indemnity have been agreed or provided to date.

Other Construction Arrangements and Operational Restrictions (SoCG ID 8.6)

3.12 Brickkiln requires detailed construction methodologies and access arrangements, in particular in relation to crossing points, exclusion zones, and outage/isolation requirements, to assess the full impact of the construction the Project on Brickkiln Solar Farm.

3.13 As noted above and in the SoCG, protective provisions on terms not less beneficial than those provided for statutory undertakers must be included for the benefit of Brickkiln in the DCO or contractually. An indemnity should also be provided as set out below. Neither a protective provisions agreement nor an indemnity has been entered into to date.

Compensation and Indemnity (SoCG ID 8.7)

3.14 Brickkiln requires an indemnity to be entered into prior to the making of the DCO, covering all losses and damage arising from the construction, operation, and maintenance of the Project. The specified heads of loss that the indemnity should cover are stated in section 8.7 of the SoCG and are therefore not repeated here. The indemnity is required in light of the lack of information received from NGET to date, which has prevented Brickkiln from comprehensively assessing the likely impacts of the Project and identifying the protective provisions required to ensure any impacts of the Project are fully mitigated.

3.15 Key points to be included in heads of terms have been issued to NGET and their agents on behalf of Brickkiln but no heads of terms have been agreed and no indemnity has been offered or entered into to date. Brickkiln's position remains that the indemnity must be entered into prior to the making of the DCO in order to ensure its interests are protected prior to the Project receiving development consent.

Compulsory Acquisition of Land and Rights (SoCG ID 8.8)

3.16 Brickkiln objects to the grant of compulsory acquisition powers over Brickkiln Solar Farm on the grounds that NGET has not: demonstrated a compelling case in the public interest; explored all reasonable alternatives; provided site-specific assessment to justify the acquisition of rights over the solar farm; or engaged in meaningful negotiations for voluntary acquisition of rights over the solar farm.

3.17 As set out in the Affected Person's Representation submitted at Deadline 5a, Brickkiln does not accept that NGET has discharged the evidential burden required by section 122 of the Planning Act 2008 and the guidance in respect of the compulsory acquisition of rights over Brickkiln Solar Farm. Furthermore, no heads of terms have been provided by NGET for the voluntary acquisition of rights over Brickkiln Solar Farm. Brickkiln therefore requests for the DCO (if granted) to be amended to exclude Brickkiln Solar Farm from any compulsory acquisition powers.

4. CONCLUSION

4.1 Brickkiln has engaged constructively throughout the examination process, attending numerous meetings with NGET and/or its agents and submitting detailed representations at the relevant deadlines. Despite such engagement, none of the eight matters of dispute identified in the SoCG and summarised above have been resolved.

4.2 Brickkiln Solar Farm is an operational renewable energy generating station producing approximately 5,016 MWh per annum. Its continued safe and uninterrupted operation is fundamental to its commercial viability and to national renewable energy objectives, including the UK Government's commitment to Clean Power 2030. Whilst Brickkiln supports the principle of improving renewable electricity transmission infrastructure, it would be counterintuitive for such improvements to come at the expense of an operational solar farm.

4.3 In light of the above, Brickkiln respectfully requests the Examining Authority to include the recommendations at paragraph 2.3 above in its recommendation to the Secretary of State.

4.4 Brickkiln reserves the right to maintain its objection to the Project throughout any post-examination period unless and

until satisfactory protective provisions and indemnification are secured.


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