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To Whom It May Concern

Application by National Grid Electricity Transmission for an order granting development consent for the Norwich to Tilbury project

Interested Party Reference: NTOT-AFP1665

Response to Deadline 8 – Closing Statements

This letter is sent on behalf of Ashgreen Energyfarm Limited ("Ashgreen"), registered as an Interested Party for the above application.

These Closing Submissions are made in response to the Examining Authority's Deadline 8 inviting Interested Parties to submit written closing statements.

The purpose of these submissions is to summarise the position of Ashgreen at the close of the examination to assist the ExA in preparing its report and recommendation to the Secretary of State.

Ashgreen's Relevant Representation was submitted on 27 November 2025 (RR-0304).

1. Background

Ashgreen is a wholly owned subsidiary of EDF Renewables Limited. Ashgreen is developing the Bloy's Grove Solar Farm (the "Solar Farm") on land located south of Norwich Main Substation. The Solar Farm has the benefit of planning permission (Reference 2021/2495). The Solar Farm is in the late stages of construction and will be fully operational, grid connected and subject to a Power Purchase Agreement, by the time that National Grid might seek to exercise any powers under the DCO to construct its reinforcement project.

Ashgreen secured the Solar Farm site under a lease dated 8 May 2025. The Solar Farm is connected to the grid via an electricity export cable running from the Solar Farm to the NGET Norwich Main Substation. Rights for the cable route were granted by National Grid Electricity Transmission plc ("NGET") under a Deed of Easement dated 18 July 2025. A mirror Deed of Easement was granted to Pivoted Power LLP (which is developing an adjacent battery energy storage system). Both the Solar Farm site and the cable route fall within the Order Land.

2. Potential Impacts of the DCO Works

The DCO contains powers that would permit National Grid to carry out works within the boundary of the operational Solar Farm, potentially relying upon compulsory acquisition. The relevant section of works is shown on Document: 2.3 Works Plans - Section A - Sheets 1/13 and 2/13. An illustrative drawing showing the extent of the solar farm development and the overlap is also contained within the Signed Statement of Common Ground with National Grid dated July 2026 (examination document 8.3.15) ("the SOCG"). The works include, notably:

(a) sections of haul road;

(b) surface water drainage (SuDS); and

(c) overhead lines and pylons.

The exercise of such powers will likely require the temporary removal of solar panels, security fencing and de-energisation of part, if not all, of the Solar Farm. Whilst temporary, such effects could last several years and have a major impact on the operation of the generating station, power generation as well as raising concerns about performance under a power purchase agreement.

There are also safety concerns with National Grid entering the site using compulsory powers and undertaking complex construction activities in close proximity to operational electrical infrastructure. Careful coordination is required with Ashgreen to achieve this safely and without unnecessary disruption to the Solar Farm's operation.

3. Statement of Common Ground – Solar Farm

Ashgreen has entered into the SOCG, which addresses the interface between the DCO project and the operational Solar Farm. The SOCG deals with 13 matters in total, of which 5 are agreed and 8 remain under discussion. A summary of these matters is set out below.

The five agreed matters are as follows:

(a) Pylon positioning: No pylons are proposed to be located within the Solar Farm site, so no permanent loss of development footprint should occur. Ashgreen has invited National Grid to provide a binding agreement to secure this position.

(b) Timescales: The Solar Farm is expected to be fully constructed and operational before National Grid begins its construction works (expected around 2027).

(c) Continued engagement: The parties will continue to engage to coordinate the interface between their projects, minimise impacts where reasonably practicable, and agree appropriate mitigation, protection measures and reinstatement arrangements.

(d) Construction Working Group: A coordination mechanism will be established during the construction phase to manage interactions, including access, outages and maintenance.

(e) Legal agreement: The parties will negotiate Heads of Terms as the basis of a legal agreement to secure commitments for managing the interface. Draft Heads of Terms were issued by National Grid on 22 June 2026 and are currently being considered by Ashgreen.

The eight matters which remain under discussion are as follows:

(a) General approach to panel removal: National Grid has acknowledged the operational status of the Solar Farm and will work with Ashgreen to minimise impacts to panels as far as reasonably practicable. Where impacts cannot be avoided, appropriate mitigation, protection measures and safe systems of work will be developed.

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(b) Haul road: National Grid has confirmed that the temporary construction haul road will remain in the position shown in the Order Limits. If this results in temporary disruption to Ashgreen's infrastructure, Ashgreen may be entitled to compensation.

(c) Stringing methodology: The detailed methodology for stringing the overhead line is to be confirmed by National Grid through its delivery partner.

(d) Compensation: Where temporary or permanent impacts give rise to losses, these will be addressed through appropriate compensation mechanisms in accordance with the compensation code.

(e) Sustainable drainage (SuDS): The extent of any overlap between the DCO sustainable drainage system and the solar panels requires clarification, as there appear to be areas of overlap.

(f) Earthing: Whether additional earthing is required as a result of the DCO project, and any necessary mitigation measures, remains to be determined.

(g) Operational access: The detail of any operational access requirements during the operational phase of the DCO project remains to be agreed.

(h) Shading: The potential shading effects of the pylons and overhead lines on the solar panels requires assessment. Final pylon design and position information is expected to be available in 2027.

4. **Statement of Common Ground – Export Cable**

In addition to the Solar Farm, Ashgreen (together with Pivoted Power LLP) has entered into a separate Statement of Common Ground with National Grid dated July 2026 (examination document 8.3.25) which deals specifically with the electricity export cable connecting the Solar Farm to Norwich Main Substation (the "Cable SOCG"). Part of the cable route falls within the Order Land and interacts with National Grid's proposed Biodiversity Net Gain land.

The Cable SOCG deals with four matters, all of which are agreed:

(a) Project interface: The interface arrangements are to be agreed within Heads of Terms for a legal settlement agreement. The parties are in active negotiations and have committed to executing the legal settlement agreement once Heads of Terms are agreed.

(b) Access route and haul road: National Grid has agreed to use all reasonable endeavours not to obstruct Ashgreen's access to the cable via the haul road for maintenance purposes.

(c) Cable installation: National Grid has agreed that it will not exercise its powers under the DCO in a way that would damage, prevent or obstruct the cable, or require the cable to be removed, diverted or relocated, insofar as National Grid's Biodiversity Net Gain land interacts with the cable.

(d) Safeguarding measures: National Grid has agreed to use reasonable endeavours to ensure safeguarding against any damage to Ashgreen's cable, with all reasonable precautions taken to minimise the risk of damage in compliance with approved Risk and Method Statements prior to commencing works within 15 metres of the cable.

Whilst all four matters in the Cable SOCG are recorded as agreed in principle, the substantive protections to give effect to these commitments have not yet been secured. Heads of Terms are being negotiated, but no side agreement or protective provisions have been agreed.

5. **Outstanding Matters**

Whilst Ashgreen and National Grid have reached agreement on certain matters relating to both the Solar Farm and the export cable, a significant number of matters remain under discussion in respect of the Solar Farm, and the substantive protections necessary to give effect to the agreed positions under both Statements of Common Ground have not yet been secured. Heads of Terms have been issued in respect of both interests, but these remain under review and negotiation. As things stand:

(a) No protective provisions for Ashgreen's benefit have been included in the draft DCO in respect of either the Solar Farm or the export cable. Ashgreen notes that the draft DCO includes protective provisions for the benefit of numerous other parties whose interests overlap with the Order Land, including Five Estuaries, North Falls, ScottishPower Renewables, East Anglia ONE, East Anglia THREE and others. Ashgreen's position is analogous to these parties insofar as it has an operational solar farm and electrical infrastructure within the Order Land which will be directly affected by the DCO works.

(b) No side agreement has been completed to protect Ashgreen's interests in respect of either the Solar Farm or the export cable, although draft Heads of Terms have been issued by National Grid in relation to both and remain under negotiation.

It is imperative, in the interest of the safety of the Solar Farm and the wider public interest in the role of the Solar Farm as a generator of renewable electricity, that the DCO project should not interfere with the construction, operation and maintenance of the Solar Farm without appropriate protections being in place.

6. **Conclusion**

Ashgreen believes that National Grid's requirement for the use of the Solar Farm site and cable route land can exist, to some degree, in tandem with its own requirements. That said, there are likely to be significant impacts on Ashgreen's project and National Grid should continue to engage in full and meaningful negotiations with Ashgreen to document appropriate arrangements.

National Grid is encouraged to progress matters with Ashgreen as soon as possible and during the post-examination period, with a view to either:

(a) the inclusion of protective provisions for Ashgreen's benefit in the DCO; and/or

(b) the completion of a side agreement to protect Ashgreen's interests.

We respectfully request that the Examining Authority takes these submissions into account in preparing its report and recommendation to the Secretary of State.

Yours faithfully

[redacted]

Partner
Eversheds Sutherland (International) LLP