

**Summary Proof of Evidence of
Kerr Willis
On behalf of Driffield Solar & Storage Limited**

**In respect of its objection to the National Grid Electricity Transmission plc
(Scotland to England Green Link 2) Compulsory Purchase Order 2023**

16th February 2024

1. INTRODUCTION

My name is Kerr Willis, and I am the Head of Project Management for BayWa r.e UK Limited (“**BayWa r.e**”). BayWa r.e. is the sole owner of Driffield Solar and Storage Limited (“**DSSL**”). I have over 20 years of experience working on the delivery of infrastructure and energy projects, with my experience set out in Section 1 of my Proof of Evidence.

Scope of Evidence

My evidence will provide details on the DSSL Development and its status; outline the need for modifications to the order, and provide commentary on the engagement with the Acquiring Authority.

2. DSSL DEVELOPMENT & INTERACTION WITH THE ORDER

DSSL is the tenant of land, which comprises Plots 34/960, 34/965, 34/965c, 34/965d, 34/965f, 34/966, 34/967 and 34/968 of the Order Land.

Planning permission for the DSSL Development was granted by East Riding of Yorkshire Council in October 2020. DSSL has a signed grid connection agreement with the DNO, and an existing lease with the Landlords, Carol Dixon and Andrew Dixon, which has been entered into. Construction for the DSSL Development commenced in August 2023 and is continuing through 2024, and into early 2025.

Status of the DSSL Development

Construction on site commenced in August 2023, and as of February 2024, construction works completed to date include work on site access tracks and installation of site compounds. The remaining construction activities will take place throughout 2024 and into early 2025.

Interaction with the Order – Access

The Order Land (Plots 34/960, 34/965, 34/965c, 34/965d, 34/965f, 34/966 and 34/967) currently interacts with an existing access track which forms the sole access to the DSSL Development.

There is no alternative existing access or viable alternatives to the DSSL Development. Should the Order be confirmed without modification, we would have no right of access to the DSSL Development.

In the event that the Order is confirmed without modification prior to the completion of construction of the DSSL Development, this would present a significant risk to the DSSL Development of reaching operation, either at any stage or without significant delays. This would jeopardise the DSSL Development's viability.

Should the Order be confirmed without modification during the operational phase of the DSSL Development, the solar farm would become a stranded asset, and a health and safety risk. DSSL would also be in breach of its planning permission and grid contract.

Other impacts also include impacting the landscaping obligations of DSSL within Plot 34/968; risk of construction impacts from the Order Project to the solar modules themselves; and delays to construction should both the DSSL Development and Order Project be constructed concurrently.

3. REQUIRED MODIFICATIONS TO THE ORDER

Section 3 of my evidence proposes modifications to the Order that must be incorporated. Without these modifications to the Order, the DSSL Development will be in significant jeopardy of becoming a stranded asset with no right of access and will potentially be delayed to a stage that risks the DSSL Development ever reaching operation, operating safely or operating to its expected efficiency.

4. THE ACQUIRING AUTHORITY STATEMENT OF CASE

In section 4 of my evidence, I respond to comments within the Acquiring Authority's Statement of Case and Supplementary Statement of Case regarding the DSSL Development. Our concerns exceed those reported by the Acquiring Authority, and extend beyond access agreements, as I have referred to in the preceding section.

5. ENGAGEMENT WITH THE ACQUIRING AUTHORITY

I can confirm that, as of 16th February 2024, there has been email and telephone correspondence between DSSL and the Acquiring Authority, and a draft agreement was circulated on 14th February 2024 by the Acquiring Authority for DSSL comment. We are still reviewing the draft agreement however; until this is finalised to sufficiently address the points set out in this evidence and signed by both parties, our objection remains.

6. CONCLUSION

I submit to this inquiry that DSSL does not object to the principle of the Order, however the CPO should only be confirmed following modifications to the Order to permit 24-hour access to DSSL, ensure that all of the planning obligations for the DSSL Development can be fulfilled, and provide the suitable covenants in place to safeguard the DSSL Development from any damage or delays as a result of the Order Project. These modifications would afford DSSL the same protections as in place through the planning permissions and the lease with the Landlord.

7. STATEMENT OF TRUTH

I confirm that the evidence set out above is true to the best of my knowledge and is provided based on my professional expertise.