

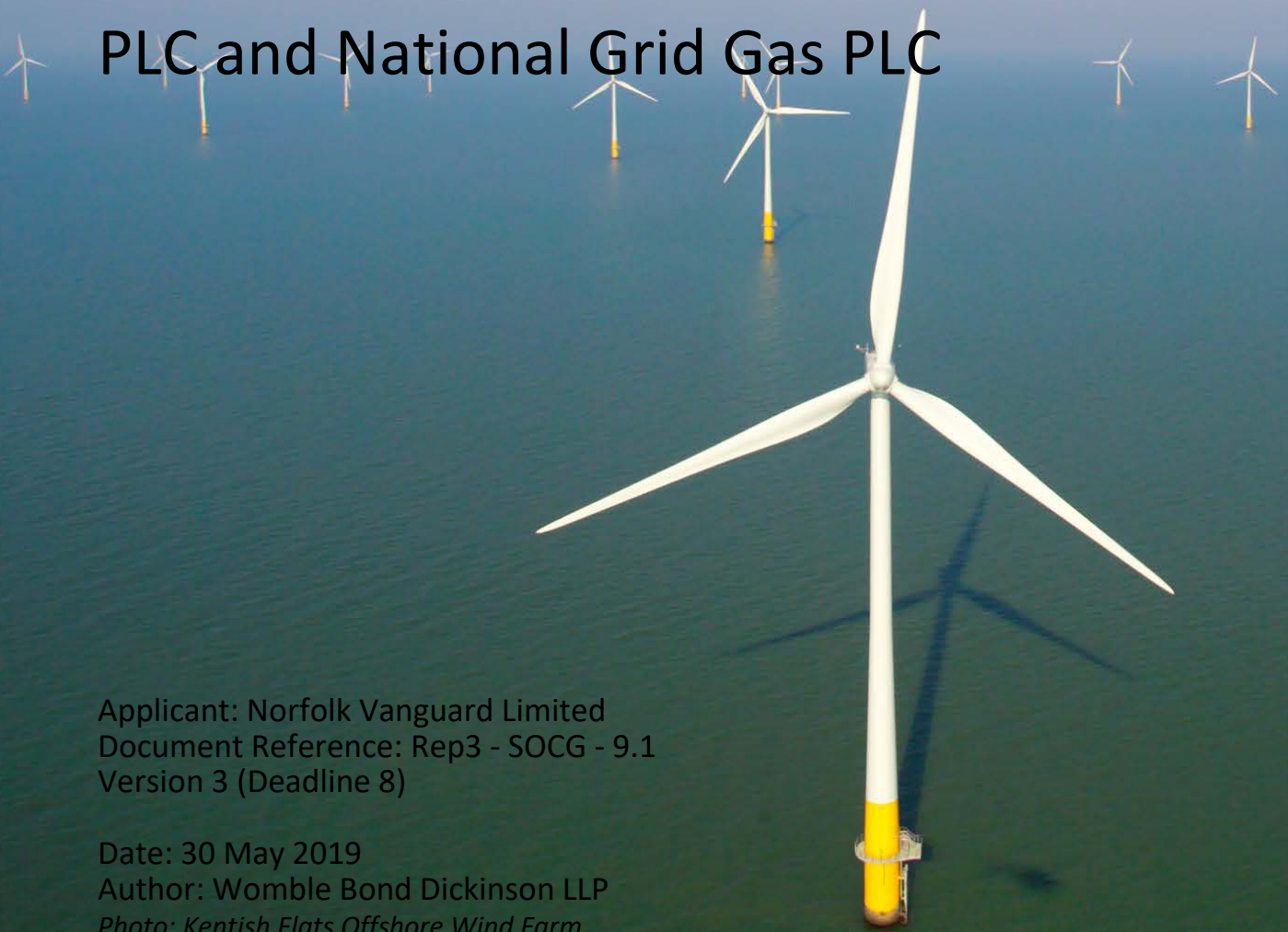
Norfolk Vanguard Offshore Wind Farm

Statement of Common Ground

National Grid Electricity Transmission
PLC and National Grid Gas PLC

Applicant: Norfolk Vanguard Limited
Document Reference: Rep3 - SOCG - 9.1
Version 3 (Deadline 8)

Date: 30 May 2019
Author: Womble Bond Dickinson LLP
Photo: Kentish Flats Offshore Wind Farm



Date	Issue No.	Remarks / Reason for Issue	Author	Checked	Approved
	00	First draft for Internal review	PG	PB	
	01D	First draft for Norfolk Vanguard Limited review	PG	PB/VR	RS
	02D	Draft for Norfolk Vanguard Limited review	PB	PB/VR	RS
27/02/19	03D	Draft for submission at Deadline 5	JT	RS	RS
29/5/19	04D	Draft for Norfolk Vanguard Limited review	PB	RS	RS

Table of Contents

1	Introduction	1
1.1	The Development	1
1.2	Consultation with National Grid	2
2	Statement of Common Ground	5

1 INTRODUCTION

1. **Update for Deadline 8:** The Applicant and National Grid Electricity Transmission PLC and National Grid Gas PLC (together, **National Grid**) have now agreed protective provisions. National Grid submitted a letter to the Planning Inspectorate withdrawing its representation on 23 May 2019. The remainder of this SoCG remains substantially unchanged from the version submitted at Deadline 5 except for relevant updating of Table 1 and Table 2 below.
2. This Statement of Common Ground (SoCG) has been prepared with National Grid Electricity Transmission PLC and National Grid Gas PLC (together, **National Grid**) and Norfolk Vanguard Limited (hereafter 'the Applicant') to set out the areas of agreement and disagreement in relation to the Development Consent Order (DCO) application for the Norfolk Vanguard Offshore Wind Farm (hereafter 'the project').
3. A SoCG with National Grid and the Applicant was requested by the Planning Inspectorate in the Norfolk Vanguard Rule 8 Letter (dated 19 December 2018) to include impacts on the operations of statutory undertakers and protective provisions.
4. This SoCG comprises an agreement log which has been structured to reflect topics of interest to National Grid in relation to National Grid's apparatus and the impacts of Norfolk Vanguard's DCO application (hereafter 'the Application') on National Grid's operations. Topic specific matters agreed, not agreed and actions to resolve between National Grid and the Applicant are included. (This SoCG only covers impacts on National Grid's operations, and the protective provisions. Consideration of the grid connection point, electrical systems and so forth are outside of the scope of this SoCG.)
5. The Applicant has had regard to the Guidance for the examination of applications for development consent (March 2015) when compiling this SoCG. Points that are not agreed will be the subject of ongoing discussion wherever possible to resolve, or refine, the extent of disagreement between the parties.

1.1 The Development

6. The Application is for the development of the Norfolk Vanguard Offshore Wind Farm (OWF) and associated infrastructure. The OWF comprises two distinct areas, Norfolk Vanguard (NV) East and NV West ('the OWF sites'), which are located in the southern North Sea, approximately 70km and 47km from the nearest point of the Norfolk coast respectively. The location of the OWF sites is shown in Chapter 5 Project Description Figure 5.1 of the Application. The OWF would be connected to the shore by offshore export cables installed within the offshore cable corridor from the OWF sites to a landfall point at Happisburgh South, Norfolk. From there, onshore cables would transport power over approximately 60km to the onshore project substation and grid connection point near Necton, Norfolk.

7. Once built, Norfolk Vanguard would have an export capacity of up to 1800MW, with the offshore components comprising:
 - Wind turbines;
 - Offshore electrical platforms;
 - Accommodation platforms;
 - Met masts;
 - Measuring equipment (LiDAR and wave buoys);
 - Array cables;
 - Interconnector cables; and
 - Export cables.
8. The key onshore components of the project are as follows:
 - Landfall;
 - Onshore cable route, accesses, trenchless crossing technique (e.g. Horizontal Directional Drilling (HDD)) zones and mobilisation areas;
 - Onshore project substation; and
 - Extension to the existing Necton National Grid Electricity Transmission PLC substation and overhead line modifications.

1.2 Consultation with National Grid

9. This section briefly summarises the consultation that the Applicant has had with National Grid. For further information on the consultation process please see the Consultation Report (document reference 5.1 of the Application).
10. National Grid Electricity Transmission PLC has high voltage electricity overhead transmission lines, apparatus relating to a high voltage substation and high voltage underground cables within the onshore Order limits. National Grid Gas PLC has high pressure gas transmission pipelines and above ground installations (AGI's) within or in close proximity to the onshore Order limits. National Grid wishes to protect its rights in relation to the apparatus located within the Norfolk Vanguard Order limits.
11. Discussions on the protective provisions in the Order have been ongoing since early 2018. These have now been agreed between the parties. Additional detail of this correspondence and the current position of the parties are set out in Table 1 and Table 2 below.

1.2.1 Pre-Application

12. The Applicant has engaged with National Grid on the project during the pre-Application process, both in terms of informal non-statutory engagement and formal consultation carried out pursuant to Section 42 of the Planning Act 2008.
13. During formal (Section 42) consultation, National Grid provided comments on the Preliminary Environmental Information Report (PEIR) by way of a letter dated 11th December 2017.
14. Table 1 provides an overview of meetings and correspondence undertaken with National Grid.

1.2.2 Post-Application

15. Table 1 also provides an overview of meetings and correspondence undertaken with National Grid post application.
16. National Grid submitted a Relevant Representation to the Planning Inspectorate on 13 September 2018. Table 2 outlines the key points raised in this representation and the current points of agreement regarding the Protective Provisions. A Crossing Agreement/Deed of Consent will also be required to be put in place in advance of any works being carried out which cross National Grid's High Pressure Gas Mains. There are 5 crossing points namely; 1. Crossing of Feeder Main 5 (Plot 05/08), 2. Crossing of Feeder Main 3 (Plot 06/05), 3. Crossing of Feeder Main 2 (Plot 10/12 Temporary Rights), 4 Crossing of Feeder Mains 2 (Plot 11/07 and 11/11 both crossings relate to permanent access rights). The Protective Provisions ensure that a Crossing Agreement/Deed of Consent must be entered into at the necessary time on National Grid's standard terms.
17. The Applicant submitted a Change Report (Pre-ExA; Change Report; 9.3) to the Planning Inspectorate on 12 December 2018 encompassing a number of changes sought by the Applicant that affect National Grid's apparatus and interests in land (as well as other changes) following liaison with potential contractors, landowners and National Grid. These changes were requested by National Grid as part of the on-going dialogue between the Applicant and National Grid. These minor project design amendments in the Change Report include amendments to the submitted onshore Order limits as requested by landowners, including changes requested by National Grid to the tower search areas and the inclusion of new permanent rights for that part of the overhead line to be re-positioned. The proposed amendments in respect of National Grid's apparatus and land interests reflect National Grid requirements, and National Grid have confirmed their approval to the relevant changes outlined in the Change Report.
18. Since submission of the Change Report, National Grid have indicated that the rights related to Work No.11A (the overhead line modification and associated limits of

deviation) need updating further to extend the area for acquisition of permanent land rights beyond the overhead line modification area associated with Work No.11A to cover the remainder of the affected landowner's land holding. The Applicant has obtained landowner consent to the additional change and the Applicant submitted a further minor change request to capture the above amendment at Deadline 4 (document reference: ExA; ISH1; 10.D4.1).

19. The key points from the Change Report captured in consequential amendments to the draft DCO and DCO documents are also outlined in Table 2.

2 STATEMENT OF COMMON GROUND

20. Within the sections and tables below, the different topics and areas of agreement and disagreement between National Grid and the Applicant are set out.
21. The project has the potential to impact upon assets owned and operated by National Grid.
22. Table 1 provides an overview of meetings and correspondence undertaken with National Grid.
23. Table 2 provides areas of agreement (common ground) and disagreement regarding any required land agreement and Protective Provisions.

Table 1 Summary of Consultation with National Grid

Date	Contact Type	Topic
Pre-Application		
17 th October 2017	Outgoing email with letter attached	Applicant emailed a letter to National Grid to commence discussions regarding Protective provisions.
23 rd October 2017	Incoming email	Applicant received incoming email from National Grid confirming the relevant point of contact and that they are happy to meet in the near future.
30 th October 2017	Outgoing email	Applicant requested standard protective provisions from National Grid.
31 st October 2017	Incoming email	National Grid emailed through their standard Protective Provisions.
6 th June 2018	Outgoing and incoming emails	Applicant corresponded with National Grid's engineers in relation to the draft DCO, in particular with regards to the National Grid substation extension/overhead line work packages and works plans; Applicant sent the draft DCO and Works Plans to National Grid for comments.
29 th June 2018	Outgoing email	Applicant emailed National Grid a copy of the draft DCO showing National Grid interests with proposed Protective Provisions.
29 th June 2018	Incoming email	Applicant's solicitor receives email from National Grid's solicitor requesting comments on National Grid's standard protective provisions as provided on 31 st October 2017, rather than the promoters draft protective provisions included in the draft DCO. National Grid's solicitor also requests a redacted copy of the Book of Reference and relevant plans in order to be able to consider impacts of the proposed Order.
29 th June 2018	Outgoing email	Applicant's solicitor sends mark up and comments to National Grid's solicitor.

Post-Application		
4 July 2018	Outgoing email	Correspondence between Applicant's and National Grid's solicitors responding to National Grid's mark-up of the protective provisions
25 July 2018	Incoming email	Applicant's solicitor receives amended protective provisions from National Grid's solicitor. National Grid's solicitor confirms acceptance of suggested amendments unless shown, and provides further comments. National Grid will revert separately on technical points.
August 2018	Incoming email	Discussions on drafting points and proposed technical solutions between both solicitors.
10 September 2018	Outgoing email	Applicant's solicitor contacts National Grid's solicitor with answers to queries on protective provisions sent in email dated 8 August 2018. Applicant's solicitor suggests a call to provide further explanation.
12 September 2018	Outgoing call	Applicant's solicitor has call with National Grid's solicitor on protective provisions and other issues.
13 th September 2018	Outgoing to the Planning Inspectorate	National Grid submit a relevant representation to reserve their position in relation to their apparatus
4 October 2018	Incoming email	National Grid's solicitor provides a copy of the amended protective provisions for National Grid to Applicant's solicitor.
19 October 2018	Incoming email	National Grid's solicitor provides queries on protective provisions and other issues for National Grid to Applicant's solicitor for review.
14 November 2018	Incoming email	Applicant's solicitor receives email from National Grid's solicitor with further comments on protective provisions and other issues.
4 th December 2018	Outgoing email	Applicant's Solicitor provides comment on protective provisions and outstanding points to National Grid's Solicitor
14 th December 2018	Outgoing email	Applicant's solicitor provides copy of change report to National Grid
21 st December 2018	Outgoing email	Applicant's solicitor provides a copy of the DCO including draft wording of land rights to reflect change report, draft SoCG and amended Works Plan
7 th January 2019	Incoming email	National Grid's solicitor provides initial comments on the Change Report and the DCO drafting provided on the 21 st December 2018.
7 th January 2019	Incoming email	National Grid's Solicitor provides draft comments on the Statement of Common Ground subject to client sign off.

7 th January 2019 – March 2019	Incoming and outgoing emails	The parties have agreed the protective provisions as at 20 th March 2019. National Grid will remove their objection to the Order on completion of contractual terms with the Promoter. It is anticipated all final negotiations will be concluded shortly and National Grid's objection removed.
March 2019 – present	Incoming and outgoing emails	Contractual terms were agreed on 23 May 2019, and National Grid removed its objection to the Order on the same day. Agreed Protective Provisions are included in the dDCO at Deadline 8.

Table 2 Statement of Common Ground

Topic	Norfolk Vanguard Limited position	National Grid position	Final position
Land and Property Agreement and Protective Provisions			
Protective Provisions	The Applicant understands that National Grid requires protective provisions to be included within the DCO to ensure that its interests are adequately protected and to ensure compliance with relevant safety standards.	National Grid requires protective provisions to be included within the DCO to ensure that its interests are adequately protected and to ensure compliance with relevant safety standards.	Agreed Matters relating to Protective Provisions have concluded, and agreed Protective Provisions are included in the Order at Deadline 8. National Grid has withdrawn its objection to the scheme.
	The Applicant understands that National Grid reserves the right to make further representations as part of the examination process and is negotiating with the Applicant with a view to reaching a satisfactory commercial agreement.	National Grid reserves the right to make further representations as part of the examination process and is negotiating with the Applicant with a view to reaching a satisfactory commercial agreement.	Agreed Matters relating to Protective Provisions and other commercial discussions have concluded, and agreed Protective Provisions are included in the Order at Deadline 8. National Grid has withdrawn its objection to the scheme.
	Some points relating to minimum lead-in times for the Applicant to provide information prior to starting works remain under discussion, as well as minor amendments to the liability and costs provisions.	The protective provisions set out a procedure for interaction between the parties for the diversion of any necessary apparatus and the protection of any retained apparatus, including providing the requisite plans, sections, and results of survey information (as appropriate) no later than the specified timescales set out in the protective provisions. National Grid do not agree to the Applicant's proposed reductions in their standard timescales for submission of	Agreed The Applicant has accepted National Grid's standard timescales and these are included in the agreed protective provisions in the dDCO at Deadline 8.

		<p>material to plant protection for protection of retained apparatus. Adequate consideration should be given on safety grounds. 56 days advance notice is not a long period. The Applicant should speak to plant protection as soon as possible in any event. No diversions are required here beyond authorised works. Additional diversions cannot be delivered on 56 days' notice in any event.</p> <p>Amendments sought to costs and liability provisions are not agreed. Further detail on these points will be provided by National Grid if these issues remain outstanding.</p>	
DCO	<p>The Applicant has amended the dDCO to reflect the request that a restriction is placed in Article 6 of the DCO requiring the Secretary of State to approve, in consultation with National Grid, the transfer of the benefit of any or all of the Order to any person other than those holding transmission licences under the Electricity Act 1989.</p>	<p>National Grid has requested that a restriction is placed in Article 6 of the DCO that requires the Secretary of State to approve, in consultation with National Grid, the transfer of the benefit of any or all of the Order to any person other than those holding transmission licences under the Electricity Act 1989.</p> <p>This is to provide additional assurance that the Order could not be transferred to a party with insufficient financial standing to meet the Applicant's obligations towards National Grid under the Order. National Grid has made further minor comments to the Applicant's solicitor in this regard on the drafting of the DCO on 07.01.19. The</p>	<p>Agreed</p> <p>The Applicant included this wording at Article 6(5) of the dDCO submitted at Deadline 2.</p> <p>Between Deadline 5 and Deadline 8, further discussions between the Applicant and National Grid have resulted in a number of additional changes to the Transfer of Benefit article, which have all been agreed between the parties. These can be summarised as follows:</p> <p>The Article allows transfer of part or all of the benefit of the DCO, or the leasing of the same, to other parties.</p>

		<p>Applicant has considered these comments and the parties have subsequently agreed an approach in relation to them.</p>	<p>For most parties this can only be done with the consent of the Secretary of State (SoS).</p> <p>The Applicant is requesting that the SoS makes its decision after i) an 8 week notice / consultation period before making an application and being formally notified, followed by ii) an additional 8 week decision period once an application is made to transfer.</p> <p>The Applicant may transfer without the SoS' consent to a transmission licence holder; these parties are OFGEM regulated, and ensured to have strong covenant strength.</p> <p>The Applicant may also transfer without the SoS' consent to any party, if the time limit for claims for the compulsory acquisition of land have elapsed, and any such claims have been resolved or withdrawn.</p> <p>The Applicant has added an exception whereby it may transfer to any group company of Vattenfall AB without SoS' consent, which is agreed with National Grid.</p> <p>Prior to any transfer, the Applicant must notify (as relevant):</p> <ul style="list-style-type: none"> • The MMO; • The local planning authority; • The SoS (in all cases); and • Where the transfer relates to works or powers being exercised within 15m of National Grid's apparatus, National Grid.
--	--	--	--

			<p>For transferring to any party other than a transmission licence holder, or any party where all compulsory acquisition claims are 'timed out', the Applicant must also provide evidence of the financial strength / sufficient funds of the transferee.</p> <p>National Grid is satisfied with the above and has withdrawn its objection to the scheme.</p>
	<p>This purpose of Article 28 is to allow existing property rights that support redundant NGET apparatus to be extinguished, when NV removes that apparatus acting under temporary powers. This will assist the Applicant to transfer a clean property title to NGET for the altered works.</p> <p>Previously, this extinguishment would take effect automatically once the Applicant gave up possession of the land, unless the applicant served a notice on NGET to indicate otherwise before giving up possession of the land. As amended, the Applicant can still extinguish the rights, but the Applicant must elect to do so, with the agreement of NGET.</p> <p>The Applicant has amended the Order to reflect this request. These amendments currently remain subject to client instructions.</p>	<p>National Grid has also requested that the Applicant makes an amendment to Article 28, to avoid the Applicant automatically extinguishing it's property rights unless appropriate and agreed. National Grid has suggested further minor amendments to Article 28 to the Applicant's solicitor on 07.01.19. The Applicant is considering these comments.</p>	<p>Agreed.</p> <p>The Applicant included the wording requested at Article 28 of the DDCO submitted at Deadline 2.</p>
	<p>There are consequential amendments to Schedule 6 and Schedule 8 resulting from the applicant's recent change request.</p>	<p>The Amendments to Schedule 6 and 8 are subject to NGET's approval. Initial comments on the drafting of the rights</p>	<p>Agreed.</p> <p>The Applicant has included the amendments in the DCO submitted at</p>

	The Applicant has amended the Order to reflect this request.	sought have been provided on 07.01.19 and are under consideration by the Applicant.	Deadline 2 in Schedules 6 and 8, where relevant.
	The Works packages in the DCO Schedule 1 have been updated as a result of discussions with the landowners and National Grid The Applicant has amended the Order to reflect this request.	National Grid's approval to the revised Works packages has been provided on 11 January 2019.	Agreed The works packages are agreed.
	Changes to the Works Plans and Land Plans have been made in consequence of the changes contained in the Applicant's recent change request. These changes have been made to reflect National Grid's requirements, The Applicant has amended the Order to reflect this request.	Initial comments on the amended Land Plan, Work Plan and Change Report were provided on 07.01.19 to the Applicant's solicitors regarding the extent of rights requirements for the overhead line modifications, which NGET wish to be extended across the full extent of the affected landowner's land. This is under consideration by the Applicant.	Agreed The Works Plans and Land Plans submitted at Deadline 2 are agreed between the parties (see also entry below).
	The Applicant understands that the rights related to Work No.11A (the overhead line modification and associated limits of deviation) need updating to extend the area for acquisition of permanent rights beyond the overhead line modification area associated with Work No.11A to cover the remainder of the affected landowner's land holding.	National Grid considers that the rights required for the overhead line modification need to extend across the full extent of the landowner's land holding.	Agreed The parties have been in correspondence with respect to this change and the parties agree to the further rights sought over this land. The parties agreed the latest Land Plans submitted at Deadline 4 (version 3).

The undersigned agree to the provisions within this SOCG

Signed	
Printed Name	
Position	
On behalf of	National Grid Electricity Transmission PLC
Date	

Signed	R Sherwood
Printed Name	Rebecca Sherwood
Position	Norfolk Vanguard Consents Manager
On behalf of	Norfolk Vanguard Ltd (the Applicant)
Date	30 May 2019