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Dear Sirs

Please see the attached on behalf of National Grid Electricity Transmission Plc (NGET) and National Grid Gas Plc (NGG) (together 'National Grid').

Yours faithfully

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THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010

**HORNSEA PROJECT THREE OFF SHORE WIND FARM
APPLICATION FOR DEVELOPMENT CONSENT ORDER**

EN010080

**WRITTEN SUBMISSION OF NATIONAL GRID
ELECTRICITY TRANSMISSION PLC ("NGET")
AND NATIONAL GRID GAS PLC ("NGG")**

DEADLINE 4

1. INTRODUCTION AND SUMMARY

- 1.1 National Grid Electricity Transmission Plc ("**NGET**") and National Grid Gas Plc ("**NGG**") (together "**National Grid**") have submitted a combined relevant representation and written representation to the Examining Authority ("**ExA**") and provided further written updates in lieu of attendance at hearings to date. National Grid has also provided responses to written questions directed to it by the ExA.
- 1.2 National Grid has and continues in discussion with the Applicant regarding the detail of protective provisions and other terms for National Grid in order to safeguard its existing apparatus in a manner acceptable to National Grid. Whilst these discussions have been progressing, National Grid, in the interests of expediency and costs, has not yet appeared at hearings or submitted detailed comments on the dDCO (at Deadline 3).
- 1.3 Unless or until final agreement with the Applicant is reached, National Grid objects to:
- (a) the form of protective provisions included in the dDCO without further changes;
 - (b) acquisition of any land or any right or interest in land owned by NGET in and around Norwich Substation ("**Substation**"). The retention of the Substation free of or free of the effect of compulsory rights sought by the Applicant is necessary to ensure that it is able to meet its statutory duties and functions including the connection of other customers to the Substation and for the transmission/distribution of electricity to/from the wider National Electricity Transmission System ("**NETS**").

2. NATIONAL GRID APPARATUS

- 2.1 NGET has high voltage electricity overhead transmission lines, a high voltage substation and high voltage underground cables within the onshore Order Limits:
- (a) Substation
 - Norwich 400kV
 - (b) Overhead Lines
 - (i) 4VV (400kV) overhead line route - Norwich Main to Walpole 1;
 - (ii) Norwich Main to Walpole 2;

- (iii) 4YM (400kV) overhead line route - Bramford to Norwich Main 1;
 - (iv) Bramford to Norwich Main 2;
 - (v) PHC (132kV) overhead line - Norwich Main to Trowse 1;
 - (vi) PGG (132kV) overhead line - Norwich Main to Trowse 3.
- (c) Underground Cable

Norwich Main – PHC001

2.2 NGG has high pressure gas transmission pipelines and above ground installations ("AGI's") within or in close proximity to the onshore Order Limits:

- (a) Above Ground Installations
 - (i) Little Barning;
 - (ii) Felthorpe.
- (b) Gas Transmission Pipelines
 - (i) Feeder Main 02 - Bacton to Brisley;
 - (ii) Feeder Main 03 - Bacton to Roudham Heath;
 - (iii) Feeder Main 04 - Bacton to Gt Ryburgh;
 - (iv) Feeder Main 27 - Bacton to Kings Lynn.

2.3 This apparatus forms an essential part of the UK's gas and electricity transmission network and has an important role to play in maintaining the supply of electricity to the NETS and transmission around the gas network. This apparatus is crossed by the Applicant's proposed onshore electricity export cable route or will be laid or require working in close proximity to this apparatus.

3. ISSUES

3.1 It is not appropriate for the Order to authorise the overriding of any National Grid rights or interests associated with this apparatus (including the overriding/extinguishment of any existing easements). Such rights are required by National Grid for safety and operational

purposes and to ensure that its apparatus can be properly inspected, maintained, renewed and repaired at all times. The acquisition of these rights or the overriding/extinguishment of any easements could jeopardise National Grid's ability to meet its statutory functions and licence obligations. The Applicant's acquisition of any such land and/or rights should therefore be subject to any existing National Grid interests in this regard.

Existing Apparatus

- 3.2 The parties have been in discussion and are seeking to agree protective provisions and an associated agreement to reflect this position. The protective provisions will also:
- (a) importantly need to control the notice and method of working near National Grid apparatus for safety reasons and be in compliance with National Grid safety guidance policies for development:
 - (i) near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines"; and
 - (ii) working in the vicinity of National Grid high pressure gas pipelines and associated installations T/SP/SSW22 "Safe working — requirements for third parties" and HS (G) 47 "Avoiding danger from underground services"; and
 - (iii) need to provide indemnities for any damage caused by the authorised works to National Grid apparatus. Any such indemnities will need to be backed up by an acceptable form of security and appropriate insurance to ensure the indemnities provide adequate certainty for protection of National Grid's assets.

Substation

- 3.3 National Grid's understanding is that the Applicant is not seeking compulsory acquisition rights in land within the operational fence line boundary of the Substation, associated with works for the connection to the Substation.
- 3.4 If this position changes then NGET would object to the compulsory acquisition of its land and/or rights within the operational boundary of the Substation as this land is required for operational purposes of NGET and will or has the potential to cause serious detriment to the carrying on of NGET's undertaking.

- 3.5 Rather, the Applicant's ability to connect its Project to the Substation is properly dealt with:
- (a) by way of a connection agreement (entered into between the parties), setting out the terms for connection to and use of the Substation; and
 - (b) in light of National Grid's obligations to connect their customers under the Connection and Use of Systems Code (CUSC).
- 3.6 CUSC, sets out the contractual framework for connection to and use of NGET's high voltage transmission system. NGET is obliged to prepare and comply with CUSC, under the terms of its transmission licence (as required by the governing legislation of the Electricity Act 1989).
- 3.7 Under section 2 of CUSC, NGET undertakes to enter into an interface agreement (where required by the relevant connection agreement) in relation to connection sites, in a form to be agreed between the parties but based substantially on the forms set out in the CUSC. In the case of the Substation, this agreement (to be entered into at a future date) will provide the Applicant with appropriate rights for connection at the time of construction (in line with the agreed connection agreement) and deal with arrangements relating to the installation and retention of the Applicant's assets and facilities and their subsequent use, including modifications, alterations, relocation, removals, rights of access and servicing and use of assets.
- 3.8 Subject to the other provisions of the CUSC, the connection agreement and the 'Grid Code' (which covers all material technical aspects relating to the planning, operation and use of the NETS), section 2 of CUSC also provides the Applicant with the right for its equipment to remain connected to the substation for the duration of the connection agreement.
- 3.9 Any unlicensed works of the Applicant within the Substation will be carried out in accordance with and subject to the connection agreement.
- 3.10 Any compulsory acquisition of land and/or rights within the operational fence line boundary of the Substation is not necessary or justified.
- 3.11 Other NGET operational land, in the immediate vicinity of the Substation, is subject to compulsory acquisition powers in the dDCO over a wide area bounding all sides of the Substation. NGET understands that this is to provide the Applicant with the widest parameters and therefore maximum flexibility within which to site its cables, and presumably for working, prior to entering the operational fence line boundary of the Substation.

- 3.12 There is also no justification for the exclusive compulsory acquisition of land and/or rights associated with the Project over such a wide area of land and for such a long duration of time and in circumstances where NGET needs to maintain its own access to and use of the land for its own statutory purposes and the rights cannot be secured by compulsion without serious detriment to the carrying on of NGET's undertaking.
- 3.13 The compulsory acquisition of such land is not justified or necessary and does not meet the standards required to address the matters under consideration by the Secretary of State in Section 127 of the Planning Act 2008. As such, NGET requires that the application of these compulsory acquisition powers is sufficiently reduced to within identifiable corridors acceptable to NGET.
- 3.14 In lieu of the exercise of compulsory acquisition powers, NGET is prepared to enter into an option agreement to grant an easement and/or sub-surface lease over this land on an agreed alignment (in conjunction with NGET's continued use where appropriate and subject to concluding of negotiations on reasonable terms with the Applicant) for the connection and access for carrying out the unlicensed works.

4. MATTERS AGREED/NOT AGREED

Protective provisions

- 4.1 The form of protective provisions included in the dDCO is not agreed by National Grid. National Grid requires the provision of security and insurance to support the indemnity.
- 4.2 National Grid understands that the Parties are in agreement as to arrangements for the provision of security and insurance. These arrangements are yet to be put in place between the Parties.
- 4.3 Unless or until suitable arrangements are in place, National Grid reserves it right to make further comments on the dDCO and in particular to seek the inclusion of security and insurance provisions.

Substation

- 4.4 NGET does not agree to the inclusion of wide compulsory acquisition powers in the dDCO in respect of its land and rights in and around the Substation.

4.5 NGET remains engaged with the Applicant to reach agreement on a corridor(s) and appropriate terms for the crossing over or under NGET's land, and has been working with the Applicant in that regard.

4.6 The Parties are in a process of seeking to settle heads of terms in respect of the land documents (principally an option agreement and sub-surface lease) in a form that grants necessary rights in its land whilst suitably safeguarding NGET's land holdings. This arrangement is to operate in lieu of the application of compulsory acquisition powers in the dDCO.

5. EXAMINATION

5.1 Should it not be possible to reach agreement, National Grid wishes to reserve its position to submit further detailed representations on matters not agreed.

5.2 National Grid also reserves its right to appear at Issue Specific Hearing 6 into the dDCO to be held on 30 January 2019 and/or at the Compulsory Acquisition Hearing on 31 January 2019 and any later hearings.

DLA Piper UK LLP

15 January 2019