

THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010

THE EGGBOROUGH CCGT PROJECT

WRITTEN REPRESENTATION ON BEHALF OF NATIONAL GRID PLC



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National Grid PLC

Response to ExA's Questions:

Ref.	Topic	Question	Response
CA 1.3	Clarity of Compulsory Acquisitions	Applicant required to clarify their intentions in respect of the National Grid substation, identified as plot 65 of the Land Plans and in the book of reference	NGET understand that ELP are not seeking to acquire any land or rights over their substation in Plot 65 and whilst this plot is identified in the Book of Reference it is not shown for any type of acquisition on the Land Plans. No compulsory acquisition rights are necessary over Plot 65 since all works within NGET's substation boundary will be done by NGET and under the Electricity Connection Agreement. Compulsory Acquisition of NGET's substation would be unacceptable to NGET.
CA 1.4	Protective Provisions	<ul style="list-style-type: none"> (i) Progress Report on negotiations with Statutory Undertakers, estimate of timescale for securing agreement, (ii) Envisaged impediments to securing agreements, (iii) Additional Statutory Undertakers identified since submission of book of reference 	<p>EPL had been provided with copies of NGG/NGET's standard form protective provisions in advance of submission of the draft Order.</p> <p>EPL first provided comments on the form of the draft protective provisions required by NGG/NGET on 8th and 15th August 2017. NGG/NGET responded on 30th August 2017.</p> <p>The next response from ELP was not received until 10th October 2017. NGG/NGET are now aware that the remaining issues between the parties relate to those protective provisions covering expenses of NGG/NGET (Paragraph 10) and Indemnity (Paragraph 11). The parties are continuing negotiations to try to find an agreed position.</p> <p>NGG/NGET would find it helpful if ELP commit to responding in a more timely manner in order to ensure that negotiations with NGG/NGET over the protective provisions are concluded asap</p>

			<p>within the examining period in order to avoid the need for NGG/NGET to attend any hearings where agreement should be possible.</p>
CA 1.5	Protected Provisions	Provide comments on Schedule 12 of the draft DCO [APP-005]	<p>NGG have requested that protective provision on their standard terms are used in substitution of those in the DCO. These are provided as Appendix 1 to this response. It is our understanding that with the exception of paragraphs 10 and 11 that this wording is agreed.</p> <p>The parties continue to negotiate over the wording of paragraph 10 and 11 to seek to find an acceptable position for both parties.</p> <p>It is noted that the promoter will be submitting a version of the Protective Provisions containing their preferred wording in relation to paragraph 10 Expenses. It should be noted that this wording is not agreed with National Grid.</p>
CA 1.9	Connection Agreements National Grid	Update the position in respect of Connections to National Grid's Electricity and Gas infrastructure	<p>In relation to Electricity Connection:</p> <p>As set out in the Statement of Common Ground EPL have an existing connection agreement with NGET and have recently agreed a variation to this in the form of their Mod App 1, which was entered into between the parties on 26th September 2017.</p> <p>ELP have discussed a further connection with NGET to enable the connection of the Proposed Development in accordance with the Development Consent Order to be connected to the National Grid ("Mod App 2"). NGET have not yet received this application from ELP, although it is expected shortly.</p> <p>NGET are required to make connection offers, where appropriate, within 90 days from receipt of a technically competent</p>

			<p>application. NGET should therefore be able to provide a further update to ExA as to the position of the Electricity Connection Agreement for the Proposed Development before the end of the examining period</p> <p>In relation to Gas Connection:</p> <p>A PARCA Output Report is expected to be issued by NGG to ELP by 30th November 2017 confirming the reserved capacity in the Gas Transmission System is available for the Authorised Development. This deals with reservation of Gas Transmission System Capacity only.</p> <p>The physical connection of the Authorised Development to the Gas Transmission Network will be authorised under a Gas Connection Agreement. No application for a Gas Connection Agreement from EPL has yet been received by NGG although one is expected imminently.</p> <p>The physical works to connect to the Gas Transmission Network (Work 7A of Schedule 1 of the DCO and work plan sheet 6) are proposed by EPL to be carried out by NGG under Article 6.</p> <p>The approval of the physical works of connection to the Gas Transmission Network will be agreed between ELP and NGG through the two stage Gas Connection Agreement process. The minimum timescale for a Gas Connection Agreement to be put in place from receipt of a competent application is nine months, 3 months for initial design/feasibility studies and 6 months for detailed design/programming thereafter. EPL have two three month periods in which to make decisions on whether to proceed at the end of the first and second stage processes, potentially</p>
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			extending the timescales to up to 15 months before a Gas Connection Agreement is put in place. Construction follows thereafter in accordance with the Connection Agreement.
DCO 1.10	Powers of Acquisition	<p>The ExA is concerned with the clarity of this Article.</p> <p>Paragraphs 8 and 3.2 of the Statement of Reasons [APP-009] states that the Applicant is not seeking powers over CA for areas only required for highway works or within the existing NG substation.</p> <ol style="list-style-type: none"> I. The ExA requests this Article is altered to identify the plots which are not subject to CA or temporary possession. II. Explain how the draft DCO ensures that those plots are not subject to CA. 	NGG/NGET would welcome clarity on this issue, in light of our response to question CA 1.3.
DCO 1.12	Powers of Acquisition	<p>The ExA is concerned with the clarity of this Article.</p> <p>It is not clear what existing rights are to be acquired.</p> <ol style="list-style-type: none"> I. The ExA requests this Article is altered to identify the plots which are not subject to CA Rights. II. Amend the Article to include the wording "Nothing in this article authorises the acquisition of an interested which is for the time being held by or on behalf of the Crown" 	<p>NGG/NGET require amendments to the wording of the DCO to make it clear that compulsory acquisition of Statutory Undertakers land or rights is under Article 28 and subject to the protective provisions. Also that Statutory Undertakers private rights and rights and easements cannot be extinguished or acquired under Articles 21 and 20.</p> <p>The amendments which NGG/NGET require have been provided to EPL's solicitors on Friday 20th October. We are in discussion with EPL's solicitors in order to reach agreed amendments to the wording of the DCO. As at 1st November these amendments appear to have been largely agreed and incorporated into the proposed amendments to the DCO being submitted in the part of the promoter today, although we reserve</p>

			the right to raise any further points once we have had an opportunity to review wording in the redline DCO. This is with the exception of some outstanding clarification around the appropriate carve out of Plot 65 (Question CA 1.3) and Plots 615,610, 695 (HP Gas Mains).
DCO 1.13	Powers of Acquisition	As currently worded, the Article extinguishes rights over all land owned by the undertaker, not just within the Order Land. Justify, or rectify and insert the words “within the Order Limits” after “...land owned”	As per our comment in 1.12 NGG/NGET.required amends to those articles dealing with Compulsory Acquisition and acquisition of rights/extinguishment of private rights to ensure there is no impact on Statutory Undertakers rights other than those permitted in accordance with the Protective Provisions. This has now largely been agreed with the Promoter subject to our response to question DCO 1.12 above.
DCO 1.38	Protected Provisions	Provide comments on Schedule 12	We refer back to our response to C.A. 1.5