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The Planning Inspectorate Temple Quay House Temple Quay Bristol BS1 6PN **Date**: 10 May 2022 **Your ref**: 342777.000125

**Our ref**: EDGEWOC\342777-000125

Direct:

Email:

Dear Sirs

Keadby 3 Low Carbon Gas Power Station Project ("the Project")

Rule 17 - Request for further information - Deadline 6a

**Responses by National Grid Electricity Transmission Plc** 

We write on behalf of National Grid Electricity Transmission Plc (NGET) in connection with the above named Project and submit the following responses to the Rule 17 request for further information dated 25 April 2022:

Q 1: The Electricity Connection Statement [REP5-010] states: "Engagement has been ongoing with NGESO (National Grid Electricity System Operator) and NGET..." and that "NGESO has confirmed to the Applicant that there is sufficient capacity at the Keadby 400kV Substation and transmission system to accommodate the export from the Low Carbon Electricity Generating Station..." (Paragraph 3.1.1). This document also states: "A signed Bilateral Connection Agreement is in place between the Applicant and NGESO for the required export capacity" (Paragraph 3.1.2).

In the light of these statements, the Examining Authority (ExA) would ask what consents/ agreements are still required from NGET in relation to this Proposed Development and, if consents/ agreements from NGET are still required what stage has been reached in obtaining those consents/ agreements.

- Q 1: In addition to the Protective Provisions noted on the draft DCO, it is envisaged that the following agreements will be required by NGET:
  - Option for cable easement with a provision to adopt either Route 1 to the North, or, Route 2 to the South; and
  - Surrender and Re-Grant of Lease to Keadby Power Ltd with provisions to call upon the following amendments:
    - (a) upgrade to the cooling water discharge pipe;
    - (b) installation of river water supply connection; and / or
    - (c) Temporary Haul road.

NGET will require the Promoter to enter in to a Side Agreement prior to the close of the Examination to ensure the Promoter's commitment to entering into the above agreements following the close of Examination.

With regard to the status of both of the above mentioned agreements, NGET are currently in discussions with the Promoter regarding the terms of the same.

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NGET reserve their right to request any further agreements as they see fit in order to protect their respective assets and their right to retain its apparatus in situ and rights of access to inspect, maintain, renew and repair such apparatus within or in close proximity to the Order limits remains maintained and unrestricted at all times.

In addition to the above, NGET will request that the Promoter commits to limiting the extent of the rights to be acquired as part of Works No 3A so that the connection on main & reserve bar 3 of the substation (using their existing bay and CB X1205) as opposed to the entirety of the substation (as shown outlined in yellow below), which is in accordance with the connection request received from the Promoter:



Please do not hesitate to contact the writer should you require further information.

Yours faithfully

**Clemmie Edgeworth** 

Associate

Eversheds Sutherland (International) LLP