

Examining Authority's Third Written Questions – NGET response to ExQ3 2.2

ExQ3	Question to:	Question	NGET response
2.2(a)	National Grid Electricity Transmission PLC National Grid Electricity Distribution (East Midlands) PLC	<u>Statutory Undertakers' rights and Protective Provisions</u> a) Please could the Statutory Undertakers each provide an update on discussions with the Applicant regarding the agreement of the Protective Provisions in Schedule 10 of the dDCO [REP3-008], set out any remaining concerns, and suggest how their issues might be resolved?	<i>NGET is continuing to work with the Applicant to agree a set of protective provisions. It is NGET's understanding that there is currently only one outstanding point in the protective provisions and that relates to the definition of "acceptable security".</i> <i>NGET's standard definition of "acceptable security" is required which requires either a parent company guarantee or a bank bond or letter of credit in favour of NGET to cover the Applicant's liability to NGET to a total liability cap of £50 million. NGET has established that the £50 million total liability cap is, as a minimum, necessary to protect its apparatus from damage or injury caused by the authorised works.</i> <i>NGET will continue to work with the Applicant to reach an agreed position regarding the protective provisions.</i>
2.2(b)	National Grid Electricity Transmission PLC National Grid Electricity Distribution (East Midlands) PLC	b) Does each Statutory Undertaker maintain objections to the land rights powers sought by the Applicant? What might be done to address any objections?	<i>Yes, NGET maintains its objection unless and until NGET can agree its standard form protective provisions with the Applicant and these protective provisions are included in the draft Development Consent Order. These protective provisions are required by NGET to ensure that its interests are adequately protected and to ensure compliance with relevant safety standards.</i> <i>Additionally, NGET objects to any compulsory acquisition powers for rights or other related powers to acquire land temporarily, override or otherwise interfere with easements or rights being invoked which would affect its apparatus, assets, land or rights over its land.</i> <i>To address this point, NGET has commenced negotiations with the Applicant for an option for easement which would, if exercised, give the Applicant rights over NGET's land at Drakelow electricity substation (Substation). It is essential that NGET maintains control</i>

			<p><i>over its land at the Substation in order to protect apparatus and facilitate the delivery of sufficient electrical capacity and/or future customer connections in this location pursuant to NGET's duties as a statutory undertaker. Compulsory acquisition powers could cause serious detriment to NGET's undertaking, for example, by preventing future customer connections to the substation or by preventing NGET from being able relocate apparatus or to extend and/or upgrade the Substation to meet electrical demand.</i></p> <p><i>NGET is continuing to work with the Applicant to agree a set of protective provisions to ensure the adequate protection of its interests, statutory undertaking and compliance with relevant safety standards. NGET will also continue to work with the Applicant in order to progress the option for easement which, if exercised, will provide the Applicant with the rights it needs without the Applicant needing to use compulsory acquisition powers. NGET will keep the ExA updated as regards progression of the protective provisions and the option for easement.</i></p>
2.2(c)	<p>National Grid Electricity Transmission PLC</p> <p>National Grid Electricity Distribution (East Midlands) PLC</p>	<p>c) Please could each Statutory Undertaker set out its position at Deadlines 7 and 8 with suggestions about how they might be addressed?</p>	<p><i>Yes, NGET agrees that it will set out its position at Deadline 7 and 8 of the Examination.</i></p>