



SHEPHERD+ WEDDERBURN

OUR REF S6530.12/CWI
YOUR REF
31 October 2023

The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

Dear Planning Inspectorate

**The Proposed Bramford to Twinstead Reinforcement Order
Application Ref. EN020002**

Deadline 3 Submission

We are acting on behalf of East Anglia THREE Limited (“**EA3**”) (a wholly owned subsidiary of ScottishPower Renewables (UK) Limited (“**SPR**”)) and SPR in relation to the development consent application by National Grid Electricity Transmission (the “**Applicant**”) for the proposed Bramford to Twinstead Reinforcement (the “**Project**”).

Please find below our comments in response to the Examining Authority’s first written questions (“**ExQ1**”) which are relevant to SPR and EA3.

Yours faithfully



For and on behalf of Shepherd and Wedderburn LLP

9 Haymarket Square
Edinburgh
EH3 8FY
DX 551970 Edinburgh 53
T +44 (0)131 228 9900
F +44 (0)131 228 1222

1 West Regent Street
Glasgow
G2 1RW
DX GW409 Glasgow
T +44 (0)141 566 9900
F +44 (0)141 565 1222

Octagon Point
5 Cheapside
London EC2V 6AA
DX 98945 Cheapside 2
T +44 (0)20 7429 4900
F +44 (0)20 7329 5939

37 Albyn Place
Aberdeen
AB10 1YN
DX AB103 Aberdeen 1
T +44 (0)1224 621 166
F +44 (0)1224 623 103

shepwedd.com

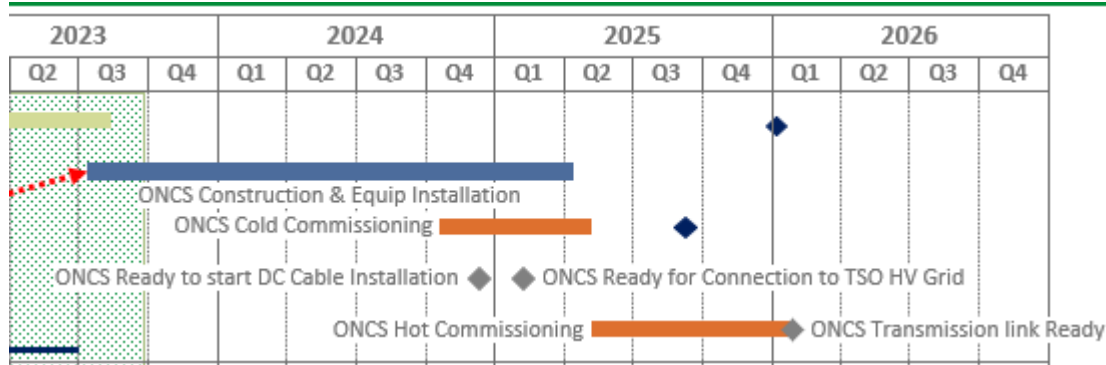
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Reference	Question	Response
4. Compulsory Acquisition, Temporary Possession and other land or rights considerations		
CA1.4.1	<p>The Applicant explains in its SoR [APP-38] that voluntary rights in land for underground cables and overhead lines, including pylons, would be sought by way of an option for easement under the terms of a Deed of Grant, rather than via wayleaves (paragraphs 6.1.5 to 6.1.7).</p> <p>a) Do you agree with the Applicant's approach?</p> <p>b) If not, explain why not with reasons.</p> <p>c) If not, and this affects land that you have an interest in, set out detailed reasons in relation to your specific rights.</p>	a) Yes.
CA1.4.2	<p>Are you aware of any inaccuracies in the BoR [REP1-005], SoR and Appendices [APP-038] to [APP-041], Land Plans [REP1-004] or Special Category Land Plans [APP-009]?</p> <p>If so, set out what these are and provide the correct details</p>	EA3 and SPR are not aware of any inaccuracies.
CA1.4.5	<p>Do you have any concerns that you have not yet raised about the legitimacy, proportionality or necessity of the CA or TP powers sought by the Applicant that would affect land that you own or have an interest in?</p>	No, EA3 and SPR have already set out their concerns to the Examination and the Applicant based on their knowledge and understanding of the Project. The concern for EA3 and SPR is how the existing interests are protected and negotiations with the Applicant are ongoing with the aim of agreeing and entering into a side agreement which deals with this.
5. Construction matters		
CM1.5.10	<p>Please advise if construction-related information for the EA3 Converter Station such as a programme of works and piling activities (referred in your RR [RR-029]) is available and will be submitted into the Examination.</p>	Yes, please see Annex A within this document. This information was also shared with the Applicant by email on 10 th October 2023.
6. Draft Development Consent Order		
DC1.6.41	<p>Are you content with the extent of the powers sought under Article 20? If not, set out your reasons and any suggested amendments to the wording of this Article.</p>	EA3 and SPR recognise that the powers are very broad but they understand that with such a large development as the Project, that there might be the need to provide for protective works rights. As such, EA3 and SPR are looking to mitigate the impact of these powers, such as interfering with ongoing operations and / or the safety of EA3 and SPR's

		plant and equipment, through entering into a side agreement with the Applicant.
DC1.6.42	<p>Have you any objection to:</p> <p>a) The powers sought in connection with your land, building, structure, apparatus and equipment?</p> <p>b) The powers sought outside of the Order Limits?</p> <p>c) The notice periods (Article 20 (5) and (6))?</p> <p>d) The definition of 'protective works' (Article 20 (12))?</p>	<p>a) Please see response to DC1.6.41 above.</p> <p>b) Please see response to DC1.6.41 above.</p> <p>c) EA3 and SPR are of the opinion that the notice periods in Articles 20(5) and 20(6) as currently drafted are very tight. They would propose that the notice period in Article 20(5) should be increased to 28 days and the notice period in Article 20(6) should be increased to 21 days. These will allow EA3 and SPR sufficient time to evaluate what the Applicant proposes to do given the nature of the EA3 and SPR works, rights and apparatus that could be affected.</p> <p>d) EA3 and SPR understand that the definition of 'protective works' is phrased broadly but they do not have a concern with this as long as the impacts of the works are adequately mitigated for in a side agreement as mentioned in their response to DC1.6.41 above.</p>
DC1.6.44	<p>Do you consider that 14 days' notice (Article 21 (3)) is an appropriate and reasonable amount of notice for the undertaker to give you prior to entering land to undertake surveys and investigations? If not, what notice period would you consider to be proportionate and reasonable?</p>	<p>EA3 and SPR are of the opinion that the notice period in Article 21(3) as currently drafted is very tight. They would propose that the notice period in Article 21(3) should be increased to 28 days.</p>
DC1.6.47	<p>Do you agree with the notice periods set out in Articles 26 (2), 27 (2), 28 (3) and 28 (11)? If not, set out the reasons why you do not agree and suggest timescales that you consider to be appropriate, with reasoning.</p>	<p>EA3 and SPR are of the opinion that the notice periods in Articles 26(2) and 27(2) as currently drafted are very tight. They would propose that the notice periods in Article 26(2) and 27(2) should be increased to 28 days.</p>

Annex A – In response to ExQ1 CM1.5.10 – Programme of Works for EA3 Converter Station

High level program of works below for EA3 converter station:



In addition, please see below the tentative dates for the SPR works within Bramford substation to establish the entry bay for EA3:

- Interface Design – February 2024 – Gas Insulated Switchgear/Gas Insulated Busbar (“GIB”) Adaptor
- Functional Design Specification – December 2023
- Feeder Protection – Late January 2024
- Civil – April 2024
- GIB Install – August 2024
- Commissioning – June 2025