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[TKES Written Representation V2.docx CLEAN.pdf](#)
[Relevant Representation.pdf](#)

Dear Sir/Madam

I attach Written Representations on behalf of National Grid Electricity Transmission Plc and National Grid Gas Plc

Regards

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**THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES
2010**

**TRITON KNOLL ELECTRICAL SYSTEM (TKES)
APPLICATION FOR DEVELOPMENT CONSENT ORDER**

EN020019

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

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1 INTRODUCTION

- 1.1 National Grid Electricity Transmission Plc (NGET) and National Grid Gas Plc (NGG) submitted a combined relevant representation to the Planning Inspectorate on 9 July 2015. A full copy of that representation is annexed to this response at the Appendix 1 for information and reference and the information below expands on that representation, the content of which is not unnecessarily repeated here.
- 1.2 NGET and NGG object to the acquisition of any land or any right or interest in land owned by NGET and NGG or any of NGET and NGG apparatus, including the overriding/extinguishment of any easements and other rights associated with this apparatus in relation to the Triton Knoll Electrical System Development Consent Order (the Order) promoted by Triton Knoll Offshore Wind Farm Limited (the Applicant).
- 1.3 The retention of Bicker Fen substation (Substation) free of or free of the effect of compulsory rights sought by the Applicant is also essential to NGET 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).

NGET REPRESENTATIONS

2.1 Inclusion of land within the operational boundary of the Substation

2.1.1 The Applicant has sought compulsory rights in land within the operational boundary of the Substation associated with unlicensed works for the connection to the Substation.

2.1.2 At this time, NGET objects 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.

- 2.1.3 Rather, the Applicant's ability to connect the TKES (the Project) to the Substation is already secured:
- (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).
- 2.1.4 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).
- 2.1.5 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 Applicant's assets and facilities and their subsequent use, including modifications, alterations, relocation, removals, rights of access and servicing and use of assets.
- 2.1.6 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 national electricity transmission system), 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.
- 2.1.7 The unlicensed works of the Applicant within the substation site will be carried out in accordance with and subject to the connection agreement.
- 2.1.8 The compulsory acquisition of land and/or rights within the operational boundary of the Substation is not necessary or justified – separate to the matter of consenting of the unlicensed works in the Order.
- 2.1.9 As such, NGET ordinarily requires that all compulsory rights and interests within the Substation boundary are removed from the Order.

2.2 **Other NGET operational land at Bicker Fen**

2.2.1 Other NGET operational land, in the immediate vicinity of the Substation, is subject to compulsory rights in the Order.

2.2.2 There is also no justification for the exclusive compulsory acquisition of land and/or rights associated with the Project over this land 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.

2.2.3 The compulsory acquisition of such land and/or is not justified or necessary. As such, NGET requires that these plots are removed from the Order.

2.2.4 NGET is prepared to enter into an option agreement to grant an easement and/or licence 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.

NGET apparatus

- 2.3.1 NGET has high voltage overhead electricity transmission lines within the Order limits as follows:
- (a) 4ZM 400kV Overhead Line – Bicker Fen to West Burton
 - (b) Underground Cables x2 (132kV)
 - (c) Bicker Fen 400kV operational substation
- 2.3.2 This apparatus forms an essential part of the UK's electricity transmission network and has an important role to play in maintaining the supply of electricity to the NETS. The routes of these overhead electricity lines are crossed by the Applicant's proposed onshore electricity export cable route or will be laid or require working in close proximity to this apparatus.
- 2.3.3 It is not appropriate for the Order to authorise the overriding of any NGET rights or interests associated with this apparatus (including the overriding/extinguishment of any existing easements). Such rights are required by NGET 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 NGET's ability to secure the NETS. The Applicant's acquisition of any such land and/or rights should therefore be subject to any existing NGET interests in this regard.
- 2.3.4 The parties 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 NGET apparatus for safety reasons and be in compliance with National Grid safety guidance policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines"; and
 - (b) need to provide indemnities for any damage caused by the authorised works to NGET apparatus. Any such indemnities will need to be backed up by evidence confirming the Applicant's net worth and appropriate insurance to ensure the indemnities are meaningful and provide adequate certainty for protection of NGET's assets.

2.3.5 In a similar way it is not appropriate for the Order to override any rights of access that NGET may have over third party land owners, such as access. Again the Order should not provide powers to override such rights and should be subject to NGET's existing rights. Protective provisions will ensure that the rights are preserved until or unless the Applicant is able to provide a reasonable alternative.

NGG REPRESENTATIONS

3.1 NGG apparatus

3.1.1 NGG has the following operational gas assets located within the Order Land boundary as follows:

Gas Distribution

- (a) Medium pressure main (315mm PE)
- (b) Medium pressure main (10" SI)
- (c) High Pressure pipeline – Pinchbeck to Midville

Gas Transmission

- (a) Feeder Main 7 – Hatton to Gosberton

3.1.2 This apparatus forms an essential part of the UK's gas transmission and distribution network and are critical in the supply of gas to homes and businesses in the region. The routes of these pipelines are either crossed by the Applicant's proposed onshore electricity export cable route or will be laid or require working in close proximity to this apparatus.

3.1.3 It is not appropriate for the Order to authorise the overriding of any NGG rights or interests associated with this apparatus (including the overriding/extinguishment of any existing easements). Such rights are required by NGG 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 NGG's ability to secure the gas distribution and transmissions network in this area. The Applicant's acquisition of any such land and/or rights should therefore be subject to any existing NGG interests in this regard.

3.1.4 The parties 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 NGG apparatus for safety reasons and to be in compliance with T/SP/SSW22 "Safe working in the vicinity of National Grid high pressure gas pipelines and associated installations — requirements for third parties" and HS (G) 47 "Avoiding danger from underground services"; and

- (b) need to provide indemnities for any damage caused by the authorised works to NGG apparatus. Any such indemnities will need to be backed up by evidence confirming the Applicant's net worth and appropriate insurance to ensure the indemnities are meaningful and provide adequate certainty for protection of NGG's assets.

PARTICIPATION IN THE EXAMINATION

- 4.1 The Examining Authority has issued a list of first round written questions some of which are directed at NGET in addition to the Applicant. NGET is responding to those written questions separately.
- 4.3 NGET and NGG expect that it is be possible to resolve concerns relating to land and/or rights acquisition in discussion with the Applicant including the detail of protective provisions and associated land agreements.
- 4.4 Should negotiations fail to achieve this aim NGET and NGG, will wish to attend and speak at the date allocated for issue specific hearing(s) on the draft Order or may render its concerns to writing nearer the time. NGET and NGG reserve their position to submit revised proposals for the schedules for inclusion within the Order and will seek to do so in advance of that/those hearing(s) or otherwise in accordance with a direction from the Examining Authority.
- 4.5 Furthermore NGET and NGG, will wish to reserve its right to attend and speak at the compulsory acquisition hearing(s) unless it has been possible to resolve its concerns over land and/or rights acquisition by this stage by excluding the necessary plots of land from the Order or otherwise having come to an acceptable arrangement with the Applicant. Similarly, NGET and NGG reserve the right to render comments upon and details of required changes to the draft Order in advance of the hearing(s) or otherwise in accordance with any direction of the Examining Authority.

DLA PIPER UK LLP

3 October 2015

Appendix 1

Relevant representation submitted by National Grid Gas Plc and National Grid Electricity Transmission Plc

RELEVANT REPRESENTATION

Representation by National Grid Electricity Transmission Plc (NGET) and National Grid Gas Plc (NGG) (together 'National Grid') to the Triton Knoll Electrical System Application for Development Consent (Reference EN020019)

National Grid wishes to make a relevant representation to the Triton Knoll Electrical System DCO in order to protect its position in light of apparatus, land and any other equipment not already identified which is within or in close proximity to the proposed DCO boundary.

National Grid has been liaising with the promoter in relation to the impacts of the proposed scheme on its existing apparatus and interests however there are outstanding agreements to be reached between the parties. National Grid will continue to liaise with the promoter to agree a form of protective provisions and will continue to work with the promoter in order to secure the necessary mitigation of the impacts to its apparatus.

The documentation and plans submitted for the scheme have been reviewed in relation to impacts on National Grid's existing apparatus, and it has been identified that protective provisions will be required to be included within the DCO to ensure that apparatus and land interests are adequately protected and to include compliance with relevant safety standards. National Grid's rights to retain its apparatus in situ and rights of access to inspect, maintain, renew and repair such apparatus should be maintained at all times and must not be restricted.

National Grid has the following assets and interests located within or in close proximity to the order limits:

Electricity Transmission:

- Bicker Fen Substation (400kV) – Freehold
- 4ZM 400kV Overhead Line – Bicker Fen to West Burton
- Underground Cables x 2 (132kV)

Gas Distribution:

- Medium pressure main (315mm PE)
- Medium pressure main (10" SI)
- High Pressure pipeline – Pinchbeck to Midville

Gas Transmission:

- Feeder Main 7 – Hatton to Gosberton

As a responsible statutory undertaker, National Grid's primary concern is to meet its statutory obligations and ensure that any development does not impact in any adverse way upon those statutory obligations. National Grid reserves the right to make further representations as part of the examination process but in the meantime will continue negotiations with the promoter with a view to reaching a satisfactory agreement.