

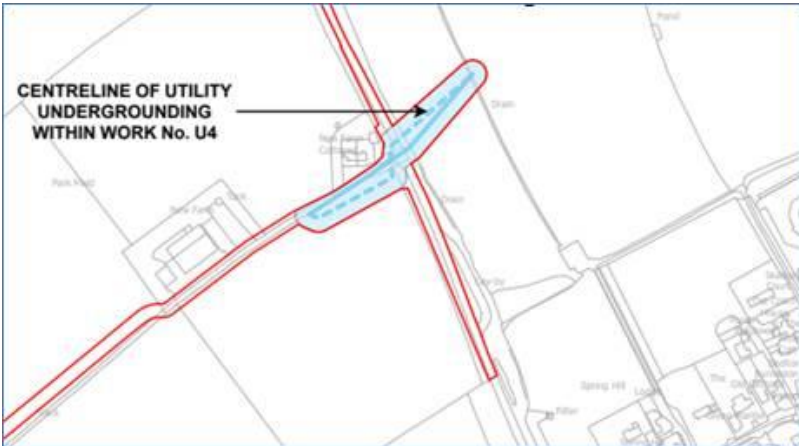
National Grid Electricity Transmission (NGET) Plc for Yorkshire Green Energy Enablement (Green) Project

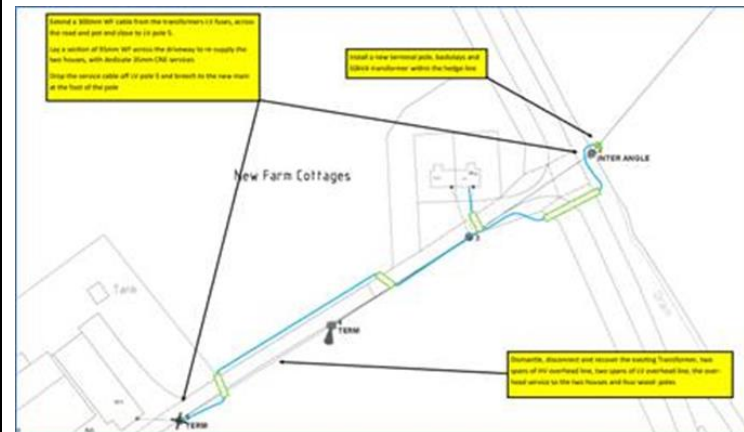
Examining Authority's first written questions and requests for further information: Deadline Wednesday 24th April

Response from Northern Powergrid (Yorkshire) Plc and Northern Powergrid (Northeast) Plc

| ExA Question number | Question | NPG (Yorkshire) Plc response | NPG (Northeast) Plc response |
|---------------------|--|--|------------------------------|
| Q4.0.5 | Voluntary rights in land for overhead lines and towers will be sought by way of an option for easement under the terms of a Deed of Grant rather than a Wayleave because permeant easements are needed rather than wayleaves: - Is this approach acceptable? - If not, set out reasons and land affected that have an interest in. | Where easements can be agreed and entered into, easements are preferable to Wayleaves | |
| Q4.2.5 | Is NPG aware of any inaccuracies in the Book of Reference, Statement of Reasons or Land Plans? If so, set out what these are and provide the correct details | There are no known inaccuracies in the Book of Reference, Statement of Reasons or Land Plans. | |
| Q4.5.10 | Do you agree with the Applicant's wording of Protective Provisions as set out in the dDCO Schedule 15 | No An Asset Protection Agreement with specific protective provisions to protect NPG's apparatus is currently being negotiated on to be entered into between the parties. The protective provisions will apply to both NPG (Yorkshire) Plc and NPG (Northeast) Plc entities. | |
| Q4.5.11 | Set out in detail NPG (Yorkshire) Plc's existing assets which are vital for existing operations that are | All of NPG's assets are vital for existing operations within the parameters of the Proposed Development under the DCO. However, at this stage there are no works | |

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| | considered to be interfered with by the Proposed Development | within the Proposed Development that we are not already working with National Grid to protect/divert during the scheme. | |
| Q4.5.12 | <p>a) Identify the plots where you consider the land and interests, and if acquired, would adversely affect the ability to use, access and maintain the substation and where you consider it should be not necessary to acquire interests in the land and where you consider that an agreement between the parties would be more appropriate.</p> <p>b) explain how the ability to use, access and maintain the substation would be adversely affected.</p> | <p>There are multiple assets within the redline boundaries identified by National Grid, including the sections of overhead 11/33kV lines which National Grid have requested be undergrounded to facilitate their works.</p> <p>NPG (both the Yorkshire and Northeast entities) need to access these assets to enable the works to be completed and therefore it would not be in National Grid's interests to restrict NPG's right of entry. There will also be other NPG overhead lines and underground cables within the vicinity of National Grid's works and access will need to be maintained to these for maintenance / repair in the event of a fault. NPG does not however see this as a problem as the likelihood of failure during the period of National Grid's works is low.</p> | |
| Q4.5.13 | Provide copies of preferred wording for Protective Provisions or if provided it elsewhere signpost where it can be found and explain why you do not what the wording currently drafted used. | <p>An Asset Protection Agreement with specific protective provisions to be inserted into the draft DCO is currently being negotiated on with National Grid. The protective provisions will relate to Northern Powergrid (Yorkshire) Plc and Northern Powergrid (Northeast) Plc and both NPG entities will enter the same agreement.</p> <p>The NPG entities have concerns over the current proposed protective provisions contained within the dDCO as they do not take into account site specific issues or NPG's approach to the replacement of apparatus which means there will be no betterment and therefore the cost cannot be covered by NPG.</p> <p>National Grid must also indemnify NPG in respect of any claim arising from the works undertaken under the DCO, any damage caused to apparatus or an interruption to the service provided by NPG.</p> <p>NPG has discussed its concerns with National Grid and the parties are working closely to reduce the project's impacts on Northern Powergrid's apparatus.</p> | |

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| | | <p>A draft Asset Protection Agreement with protective provisions is in circulation between the parties and is at an advanced stage.</p> |
| Q4.6.14 | <p>Explain how Work No.U4 would be implemented in view of concerns over access raised by Mr and Ms Blacker.</p> | <p>The works identified as U4 is a section of 11kV overhead line which National Grid have requested be undergrounded. This will involve the removal of Poles 3, 4 and 5 and the replacement of the overhead supplies with underground cable, as shown below. Including the LV services there will be 4 poles removed.</p> <p>The works are detailed within the document EN020024-000251-2.6.2 Works Plan Section B.pdf (planninginspectorate.gov.uk) and in the following plans:</p>  |



Whilst there will be some disturbance in the area during the installation of the cable this work will be discussed with the residents and it is expected that this can be done to avoid any inconvenience or loss of access.

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| Q4.8.1 | Provide an outline of the contents that would be contained in the contracts/ agreements between National Grid and Northern Powergrid (Northeast) plc and Northern Powergrid (Yorkshire) plc for Overton and Monk Fryston Substations. | NPG and National Grid will agree contracts for all works undertaken by NPG as part of the Proposed Development, following NPG's standard processes for undertaking any works. |
| Q5.1.5 | a) Do you agree with the draft wording of article 6? b) If not, where do the differences lie, give reasons why not, and set out preferred wording. | This wording is agreed – NPG shall have the benefit of the Order for the NPG works only |
| Q5.1.9 | a) Do you agree with the draft wording of Article 7? b) If not give reasons why you do not and set out preferred wording. c) Confirm that your correct company name is included in article 7(7)(a) to (d). | a) This wording is agreed b) N/A c) N/A – NPG is not included in article 7 (7) |
| Q5.6.2 | a) Do you consent to the terms of Schedule 5? b) If not, set out the reasons why you disagree and provide your preferred drafting where appropriate. If set out elsewhere, signpost where this information can be found. c) Do you agree that the arbitration provisions (article 53) should apply here in respect of any dispute? | a) No b) The draft protective provisions (currently under negotiations) allow for National Grid's authorised works to be undertaken by National Grid or a third party and therefore Schedule 5 would conflict with the protective provisions between NPG and National Grid. c) Yes |