

**FOSSE GREEN ENERGY PROJECT
 DEADLINE 6 (2 JUNE 2026)
 WRITTEN REPRESENTATIONS
 NATIONAL GRID ELECTRICITY TRANSMISSION PLC**

1. National Grid Electricity Transmission plc (“NGET”) is a statutory undertaker for the purposes of the Planning Act 2008.
2. NGET assets which have been identified as being within or within close proximity to the proposed Order limits are:
 - (a) Substations:
 - (i) Proposed Navenby 400kV Substation;
 - (ii) Associated Cables;
 - (iii) Associated fibre cables;
 - (b) Overhead lines:

4ZM

 - (i) 400kV Bicker Fen – Spalding North – West Burton;
 - (ii) 400kV Bicker Fen – Walpole – West Burton;
3. Further to NGET’s Relevant Representations which were received by the Examining Authority on 24 October 2025, NGET’s Written Representations for Deadline 1 which were received by the Examining Authority on 19 January 2026, NGET’s Written Representations and response to the Examining Authority’s First Written Questions for Deadline 2 which were received by the Examining Authority on 6 February 2026, NGET’s response to the Examining Authority’s Second Written Questions for Deadline 3 which were received by the Examining Authority on 20 March 2026, NGET’s Written Representations for Deadline 4 which were received by the Examining Authority on 31 March 2026, and NGET’s response to the Examining Authority’s Third Written Questions for Deadline 5A which were received by the Examining Authority on 12 May 2026, NGET continues to liaise with the Applicant in relation to the Protective Provisions that it requires be included within the DCO to ensure that its current and future interests are adequately protected.
4. NGET has reviewed the draft DCO submitted by the Applicant for Deadline 5A and flags that there are a number of amendments that NGET requires to be made in the final version of the DCO to be submitted by the Applicant at Deadline 7 in order to ensure the safe and efficient operation of the electricity transmission system:

Paragraph number	Drafting in the draft DCO submitted at Deadline 5A	NGET’s required drafting for the version of the draft DCO to be submitted at Deadline 7	Reason for NGET Approach

86	<p>“Navenby Project” means the proposed construction of the Navenby substation and associated overhead electricity lines to be undertaken by National Grid Electricity Transmission Plc the subject of a planning application validated on [**] by North Kesteven District Council with planning application reference [**]</p>	<p>“Navenby Project” means the proposed construction of the Navenby substation and associated overhead electricity line works to be undertaken by National Grid Electricity Transmission Plc</p>	<p>NGET’s required definition of “Navenby Project” is required to ensure that the whole scope of the Navenby Project is covered within the Protective Provisions.</p> <p>Linking the definition to a specific planning application would mean that NGET’s powers to undertake overhead electricity line works via permitted development rights would not be covered, nor would a situation where the relevant planning application reference changed in the future (such as if planning permission were obtained pursuant to section 73 of the Town and Country Planning Application 1990). Such approach would undermine the effectiveness of the Protective Provisions and jeopardise the delivery of the Navenby Project.</p>
86	<p>“Navenby Site” means the land shown edged red and purple on drawing reference [**] in connection with planning application reference [**] in respect of the Navenby Project;</p>	<p>“Navenby Site” includes—</p> <ul style="list-style-type: none"> (a) land on which any Navenby Project apparatus is situated; (b) land on which Navenby Project apparatus is anticipated to be situated (in so far as the same has been notified by National Grid Electricity Transmission Plc in writing to the undertaker); and (c) land on which any rights associated with the Navenby Project are anticipated (in so far as the same has been notified by National Grid 	<p>NGET’s required definition of “Navenby Site” ensures that the full extent of the land and rights required in order to allow the Navenby Project to be delivered are protected in the Protective Provisions.</p> <p>As set out in NGET’s comments on the definition of Navenby Project, tying the definitions to a particular planning permission would undermine the effectiveness of the Protective Provisions and jeopardise the delivery of the Navenby Project.</p>

		Electricity Transmission Plc in writing to the undertaker);	
87(b)	(b) having regard to the anticipated programme of works for the Navenby Project and facilitating a co-ordinated approach to construction programming, land assembly (in so far as the extent of the Navenby Site has been notified by National Grid Electricity Transmission Plc to the undertaker in writing), and the carrying out of works in connection with the authorised development and the Navenby Project;	(b) having regard to the anticipated programme of works for the Navenby Project and facilitating a co-ordinated approach to construction programming, land assembly, and the carrying out of works in connection with the authorised development and the Navenby Project;	NGET's required drafting for paragraph 87(b) is required as NGET considers that facilitating a co-ordinated approach to land assembly should not be contingent upon NGET notifying the undertaker of the extent of the Navenby Site. It may be the case that co-ordination on land assembly needs to commence prior to the extent of the Navenby Site being finalised to ensure that any considerations regarding land assembly are taken into account.
90(2)	[NGET note: the previous paragraph 90(2) was removed by the Applicant in the draft DCO submitted at Deadline 5A and it is this deleted paragraph that NGET requires reinserting]	(2) Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not unless otherwise agreed in writing acquire any land forming part of the Navenby Site.	NGET's required drafting for paragraph 90(2) ensures that it is clear on the face of the order that the undertaker cannot acquire any land forming part of the Navenby Site without the agreement of NGET. The ability of any party to use compulsory acquisition powers over land forming part of the Navenby Site would undermine the safe and efficient operation of the electricity transmission system and create a risk to infrastructure that is critical to ensuring the security of electricity supply. The drafting of paragraph 90(2) removes any risk of that happening.

95(2)	<p>(2) If as a result of the authorised development National Grid Electricity Transmission Plc’s access to the Navenby Project is materially obstructed, the undertaker must provide such alternative means of access that will allow National Grid Electricity Transmission Plc to maintain apparatus or use apparatus no less efficiently than was possible before the obstruction</p>	<p>(2) If as a result of the authorised development National Grid Electricity Transmission Plc’s access to the Navenby Project or to any Navenby Site is materially obstructed, the undertaker must provide such alternative means of access that will allow National Grid Electricity Transmission Plc to maintain apparatus or use apparatus no less efficiently than was possible before the obstruction.</p>	<p>Given NGET’s required definition of “Navenby Site”, NGET’s required drafting for paragraph 95(2) ensures that should access to any Navenby Site be materially obstructed suitable alternative access must be provided.</p> <p>This ensures that NGET will be able to access any Navenby Site in order to maintain or use its apparatus to allow the safe and efficient operation of the electricity transmission system.</p>
97(1)	<p>(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid Electricity Transmission Plc requires the removal of apparatus under paragraph 91(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph 93, the undertaker shall—</p> <p>(a) use its reasonable endeavours to ensure the efficient and economic execution of the authorised works and the efficient operation of National Grid Electricity Transmission Plc’s undertaking; and</p> <p>(b) use its best endeavours to co-ordinate the execution of the works in the interests of safety taking into account the</p>	<p>(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid Electricity Transmission Plc requires the removal of apparatus under paragraph 91(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph 93, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid Electricity Transmission Plc’s undertaking and National Grid Electricity Transmission Plc shall use its best endeavours to co-</p>	<p>NGET’s required drafting for paragraph 97(1) ensures that whenever the removal of NGET apparatus is needed as a result of the works authorised pursuant to the proposed Order, or NGET makes requirements for the protection or alteration of apparatus as a result of such works, the undertaker is required to use best endeavours in relation to all aspects of undertaking those works so that any disruption to the electricity transmission network is reduced as far as is possible.</p> <p>NGET considers that in the event the undertaker only has to provide reasonable endeavours to ensure the efficient and economic execution of the authorised works and the efficient operation of NGET’s undertaking (as is required pursuant to the drafting in the draft DCO submitted at</p>

	<p>need to ensure the safe operation of National Grid Electricity Transmission Plc's undertaking</p> <p>(c) and National Grid Electricity Transmission Plc shall use its best endeavours to co-operate with the undertaker in respect of paragraph 97(1)(b).</p>	<p>operate with the undertaker for that purpose.</p>	<p>Deadline 5A), this increases the potential for those works to cause disruption to the electricity transmission network. This is not acceptable given the importance of the electricity transmission network and the importance of security of supply.</p>
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5. NGET will continue to liaise with the Applicant with a view to concluding matters however notes that the amendments set out above must be made to the Protective Provisions in order for them to be acceptable to NGET. NGET will keep the Examining Authority updated in relation to the ongoing discussions.

CMS CAMERON MCKENNA NABARRO OLSWANG LLP

2 JUNE 2026