

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

Your Ref: EN020027
Our Ref: EYW.NOR081.70
Doc No: 60976051v1
Date: 4 August 2026

Dear Sir or Madam

Re: Norwich to Tilbury Project - Application for Development Consent – Deadline 8 Submission
Reference: EN020027
Our Client: Northumbrian Water Limited (Interested Party No. [REDACTED])

As you are aware, we are instructed by our client Northumbrian Water Limited ("**NWL**") (who also operate under the trading name "Essex and Suffolk Water" ("**ESW**")) in relation to the application for a Development Consent Order ("**DCO**") submitted by National Grid Electricity Transmission ("the **Applicant**") in respect of the Norwich to Tilbury Project (the "**Project**").

Summary of Unresolved Matters.

Despite ongoing engagement, the following matters remain unresolved between the Applicant and NWL.

Proposed Protective Provisions – Consistency with Statutory Regime.

The Applicant's proposed Protective Provisions continue to include:

1. Ongoing three-monthly forward billing and repeated reconciliations;
2. Betterment and other cost-sharing mechanisms; and
3. Restrictions on the recovery of costs where alternative apparatus is considered to be "materially different".

These provisions are inconsistent with the statutory regime governing our client's functions under section 185(5) of the Water Industry Act 1991. Our client is required to exercise its statutory duties in accordance with that regime, which directs the paying party to pay charges imposed in accordance with the undertaker's published charging rules. NWL cannot agree to a provision that qualify, circumvent or otherwise depart from those statutory obligations.

The Applicant has not identified a lawful basis upon which these provisions can operate alongside section 185(5). If the Protected Provisions were incorporated in to the Order the form advocated by the Applicant, there remains a material risk of dispute regarding their interpretation and application during the delivery of the Project. Such uncertainty has the potential to prejudice the efficient delivery

of the Project and is contrary to the purpose of the protective provisions, which is to provide a clear framework governing the interaction between the undertaker and statutory undertakers.

Given that this is the final deadline of the Examination, it is important that our client's position is clearly understood. The Examination should not conclude with the parties holding differing views as to the legal effect of these provisions. The Applicant should therefore remove the relevant provisions (identified above) and, if it chooses not to do so, the Examining Authority is respectfully urged to include our client's proposed protective provisions (submitted at Deadline 7) which avoids those difficulties and provides a clear and workable framework capable of being lawfully implemented without creating unnecessary scope for future dispute, delay and additional cost

Classification of Land in the Book of Reference

The Applicant has also failed to provide a satisfactory explanation to the Examining Authority as to why the parcels plots 3/91 and 3/93 identified in the Book of Reference should be categorised as Class 7 rather than Class 8.

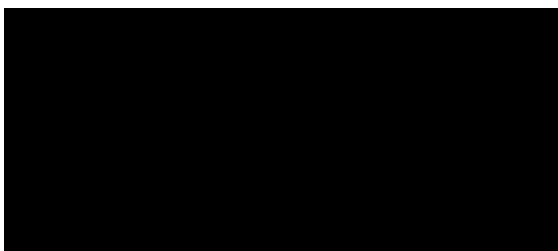
The Applicant accepts that plot 3/96 comprising Little Waltham Pumping Station, warrants Class 8 protection. However the access required to inspect, maintain, repair, replace and operate that asset is equally critical to the continued provision of essential services to homes and businesses, Without secure and reliable access, the protection afforded to the asset itself is significantly undermined.

The Applicant has not explained the basis upon which the operational asset should be categorised as Class 8 while the land required to access and maintain it is afforded a lower level of protection.

Accordingly, the Applicant's proposed classification remains insufficiently justified and requires amendment to identify plots 3/91 and 3/93 as Class 8.

Regrettably, until the above matters are resolved, our client must maintain its objection to the Project in the fullest terms. In particular, NWL cannot confirm that the compulsory acquisition of land, or the acquisition of rights over land, would not cause serious detriment to the carrying on of its statutory undertaking. The Examiner will be aware that compulsory acquisition in those circumstances would be contrary to the provisions of sections 127 and 138 of the Planning Act 2008

Yours faithfully

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