

**Our Ref:** HSH/LJP/203382/00001  
**Your Ref:** EN010071



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## By Email

15 July 2016

Dear Sir

**Application by North London Waste Authority for an Order Granting Development Consent for the North London Heat and Power Project  
Revised Written Representation on behalf of Zayo Group UK Limited (reference: NLHP-AFP054)**

We are instructed by Zayo Group UK Limited (“Zayo”).

We write further to our Written Representation, on behalf of Zayo and all of the companies within the same group structure as Zayo with an interest in the above site, of 6 April (a copy of which is attached). The definitions used in that previous Representation also apply in this revised Representation.

As you are aware, the terms of the Application for an Order Granting Development Consent for the North London Heat and Power Project are to be changed by the Applicant. Zayo understands that the agreed changes will involve the land over Zayo’s network cables no longer being subject to compulsory purchase, but simply being resurfaced by the Applicant, with the requirement that adequate safeguards are taken to prevent any damage to Zayo’s equipment or interruption of its network, thereunder.

Zayo is not yet in receipt of those amended documents under the DCO process, so it cannot revise its Written Representation at this stage. It had hoped that the plans showing the agreed changes, would be in the public domain by 18 July 2016. It has been checking the relevant DCO website up to the date of this letter, to see if they are shown there. However, once those amended documents are received (and only once they are), Zayo confirms that from that point onwards it will then only retain its objection to the extent that the proposed works may impact Zayo’s network and equipment. On this basis, Zayo will accept the position which guarantees that the Applicant will provide sufficient safeguards, to ensure Zayo’s equipment is not damaged during the resurfacing works.

Zayo would also like to inform the Inspector that it is in the process of agreeing a Settlement Agreement with the Applicant in relation to the DCO works as a whole. But until such time as that Agreement is completed and Zayo writes in formally, to withdraw its original or revised Representation, its objection must remain in full force and effect.

WKS/101354603.1

This statement is made without prejudice to Zayo's (or any member of its group's) rights and remedies in contract, at law (which includes but is not limited to its rights pursuant to the Code) and in equity and Zayo and members of its group reserve all of their rights in relation to same.

We would be grateful if you could send any further correspondence on this matter to [vanessa.short@crsblaw.com](mailto:vanessa.short@crsblaw.com), of this firm, and [thomas.kelly@zayo.com](mailto:thomas.kelly@zayo.com), of Zayo.

Yours faithfully

**Charles Russell Speechlys LLP**