
NORTH LONDON WASTE AUTHORITY
**NORTH LONDON HEAT AND POWER
PROJECT**

EN10071

**NOTE REGARDING THE RIGHTS HELD
BY NATIONAL GRID**

The Planning Act 2008 The Infrastructure
Planning (Applications: Prescribed
Forms and Procedure) Regulations 2009
Regulation 5 (2)

AD07 . **18**

July 2016

NORTH LONDON HEAT AND POWER PROJECT

APPLICATION REFERENCE EN010071

NOTE REGARDING THE RIGHTS HELD BY NATIONAL GRID

The purpose of this note is to address a point raised by the Examining Authority ("ExA") during the hearing on compulsory acquisition that occurred on 6 July 2016 ("Hearing") concerning the application of section 127 of the Planning Act 2008 ("Act") to the rights, interests and apparatus of National Grid.

Section 127(1) of the Act relates to land that has been acquired by a statutory undertaker for the purposes of its undertaking where a representation about an order for development consent has been made and not withdrawn, and the Secretary of State is satisfied that either (a) the land is used for the purposes of carrying on the statutory undertaker's undertaking, or (b) an interest in land is held for that purpose. This note relates to the various rights and powers held for the benefit of National Grid for the purposes of its electricity and gas undertakings.

Section 127(2) and (3) of the Act provides that an order granting development consent may include provision authorising the compulsory acquisition of statutory undertakers' land only to the extent that the Secretary of State is satisfied that it can be purchased and not replaced without serious detriment to the carrying on of the undertaking, or can be purchased and replaced without serious detriment to the carrying on of the undertaking. Section 127(5) and (6) provides that an order granting development consent may include provision authorising the compulsory purchase of a right over statutory undertakers' land only to the extent that the Secretary of State is satisfied that the right can be purchased without serious detriment to the carrying on of the undertaking, or any detriment to the carrying out of the undertaking can be made good by the use of other land belonging to or available to the undertaker.

The draft Development Consent Order (as submitted for Deadline 7) ("DCO") grants compulsory purchase powers to acquire land (Article 19) and to acquire rights over land (Article 23) as set out on the Land Plans and the Book of Reference.

In addition, Article 29(2) of the DCO gives the Applicant the power, subject to the protective provisions, to suspend or extinguish the rights of statutory undertakers within the Order Land and to remove or reposition the apparatus belonging to the statutory undertaker within the Order Land.

The Applicant requires the powers under Articles 19, 23 and 29 of the DCO in order to be able to deliver the North London Heat and Power Project ("Project"). As can be seen from the Appendix to this note National Grid has various rights, interests and apparatus that exist across a majority of the Application Site.

The ExA will note that some of the property rights and interests held by National Grid derive from documents that pre-date the creation of National Grid in the 1960s (for example various deeds dated from the 1930s), although a majority of the rights and interests held by National Grid were created under various pieces of legislation including the Electricity Act 1989.

The Applicant has been in discussions with National Grid for a number of months regarding various private agreements, including a settlement agreement. The purpose of the private agreements is to allow the Project to proceed whilst ensuring that no serious detriment is caused to National Grid's undertaking. However, should these private agreements not be finalised the Applicant requires the powers under Articles 19, 23 and 29 in order to carry out the development authorised by the DCO.

National Grid has had access to all relevant information regarding the impact of the Project on its rights, interests and apparatus in the Order Land throughout the pre-application and application process for this DCO and National Grid has been invited to include in the private agreements any aspects of its rights, interests and/or apparatus that it feels require additional protection. In addition, the current draft of the settlement agreement sets out a liaison procedure that the Applicant and National Grid are to follow in the event of any conflict relating to the Project.

In any event, for the most part the Applicant is only seeking the power to temporarily suspend National Grid's rights across the Order Land. The rights that may be extinguished are only those rights relating to existing apparatus that the Applicant needs to remove or reposition. The Applicant proposes, where necessary, to extinguish National Grid's rights to its existing apparatus but will then re-grant rights to the repositioned apparatus, as required.

National Grid's rights granted pursuant to legislation relate to its apparatus only and are not to general property rights. In addition, given the large number of rights possessed by National Grid across the Application Site there may be other rights, interests and/or apparatus that only become known to either the Applicant or National Grid at the detailed design stage.

The Applicant requires the powers set out in Articles 19, 23 and 29 of the DCO in order to carry out the Project and National Grid has had access to all the information it requires throughout this process in order to ensure that its interests have been protected by way of private agreement. To date National Grid has not expressed any objection to the Project as a whole, but has instead commented on specific protective provisions or elements within the private agreement which we continue to have constructive discussions on.

Finally, nothing proposed by the Applicant will cause serious detriment to the carrying on of National Grid's undertaking and therefore we have concluded that there is no serious detriment to the carrying on of National Grid's undertaking and in

addition the Applicant is confident that an agreement can be reached between it and National Grid.

Appendix 1

1. Summary of plot numbers and interests

<i>Plot No.</i>	<i>Interest Affected</i>	<i>Works Numbers</i>	<i>DCO Powers</i>
National Grid Gas Plc.			
1	<ul style="list-style-type: none"> ▪ Beneficiary of right to lay and maintain pipes, right of way, and right to park vehicles, and restrictive covenants not to build, deposit soil, excavate or plant trees or shrubs pursuant to transfer dated 30 May 1995. ▪ Rights under Schedule 2B (Gas Code) Paragraph 15 to maintain, repair or renew service pipes running under plot 1. ▪ Rights under Schedule 2B (Gas Code) Paragraph 23 to enter upon premises occupied by a consumer of gas that they supply during the continuance of supply in furtherance of its undertaking. ▪ Rights under Schedule 2B (Gas Code), Paragraphs 24, 25 and 26 to enter upon premises occupied by a consumer of gas that they supply on discontinuance of that supply for certain purposes. ▪ Rights under Schedule 2B (Gas Code), Paragraph 27 to enter to replace, repair and alter pipes on notice. ▪ Owner of 2 gas mains. 	1a, 1b, 4, 6, 7	Art 29 (suspended or extinguished)
2	<ul style="list-style-type: none"> ▪ Owner of 2 gas mains. 	4 and 6	Art 29 (extinguished) – removing gas mains
4	<ul style="list-style-type: none"> ▪ Freehold Owner and Occupier 	4 and 6	Art 29 (suspended) – rights of access limited during protective works and utility works in the vicinity

<i>Plot No.</i>	<i>Interest Affected</i>	<i>Works Numbers</i>	<i>DCO Powers</i>
6	<ul style="list-style-type: none"> ▪ Rights under Schedule 2B (Gas Code) Paragraph 15 to maintain, repair or renew service pipes. ▪ Rights under Schedule 2B (Gas Code), Paragraph 27 to enter to replace, repair and alter pipes on notice. ▪ Owner of gas pipes. 	4, 6 and 7	Art 29 (suspended) – whilst carrying out improvement and utility works to Deephams Farm Road
7	<ul style="list-style-type: none"> ▪ Rights under Schedule 2B (Gas Code) Paragraph 15 to maintain, repair or renew service pipes. ▪ Rights under Schedule 2B (Gas Code), Paragraph 27 to enter to replace, repair and alter pipes on notice. ▪ Rights under Schedule 2B (Gas Code) Paragraph 15 to maintain, repair or renew service pipes. ▪ Rights under Schedule 2B (Gas Code), Paragraph 27 to enter to replace, repair and alter pipes on notice. ▪ Owner of gas pipes. 	4, 6 and 7	Art 29 (suspended) while resurfacing and carrying out utility works on Ardra Road
8	<ul style="list-style-type: none"> ▪ Rights under Schedule 2B (Gas Code) Paragraph 15 to maintain, repair or renew service pipes. ▪ Rights under Schedule 2B (Gas Code), Paragraph 27 to enter to replace, repair and alter pipes on notice. 	4, 6 and 7	Art 29 (suspended) – while resurfacing Ardra Road
30	<ul style="list-style-type: none"> ▪ Beneficiary of right to lay and maintain pipes, right of way, and right to park vehicles, and restrictive covenants not to build, deposit soil, excavate or plant trees or shrubs pursuant to transfer dated 30 May 1995. 	4 and 6	Art 29 (extinguished) – removing National Grid gas pipes

Plot No.	Interest Affected	Works Numbers	DCO Powers
	<ul style="list-style-type: none"> ▪ Rights under Schedule 2B (Gas Code) Paragraph 15 to maintain, repair or renew service pipes. ▪ Rights under Schedule 2B (Gas Code) Paragraph 23 to enter upon premises occupied by a consumer of gas that they supply during the continuance of supply in furtherance of its undertaking. ▪ Rights under Schedule 2B (Gas Code) Paragraphs 24, 25 and 26 to enter upon premises occupied by a consumer of gas that they supply on discontinuance of that supply for certain purposes. ▪ Rights under Schedule 2B (Gas Code) Paragraph 27 to enter to replace, repair and alter pipes on notice. ▪ Owner of 2 gas mains. 		
31	<ul style="list-style-type: none"> ▪ Beneficiary of right to lay and maintain pipes, right of way, and right to park vehicles, and restrictive covenants not to build, deposit soil, excavate or plant trees or shrubs pursuant to transfer dated 30 May 1995. ▪ Rights under Schedule 2B (Gas Code) Paragraph 15 to maintain, repair or renew service pipes. ▪ Rights under Schedule 2B (Gas Code), Paragraph 27 to enter to replace, repair and alter pipes on notice. ▪ Owner of 2 gas mains. 	4 and 6	Art 29 (extinguished) – removing National Grid gas pipes
34	<ul style="list-style-type: none"> ▪ Rights under Schedule 2B (Gas Code) Paragraph 15 to maintain, repair or renew service pipes. ▪ Rights under Schedule 2B (Gas Code), Paragraph 27 to enter to 	1a, 4, and 6	Art 29 (extinguished) – we want sole control (plot 34 being compulsorily acquired).

<i>Plot No.</i>	<i>Interest Affected</i>	<i>Works Numbers</i>	<i>DCO Powers</i>
	<p>replace, repair and alter pipes on notice.</p> <ul style="list-style-type: none"> ▪ Rights under Schedule 2B (Gas Code) Paragraph 15 to maintain, repair or renew service pipes. ▪ Rights under Schedule 2B (Gas Code), Paragraph 27 to enter to replace, repair and alter pipes on notice. 		
National Grid Electricity Transmission Plc.			
1	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	1a, 1b, 4, 6, 7	Art 29 (suspended) – whilst carry out works on the Edmonton EcoPark
6	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4, 6 and 7	Art 29 (suspended) – whilst carry out improvement and utilities works on Deephams Farm Road
7	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4, 6 and 7	Art 29 (suspended) – whilst resurface and do utilities works on Ardra Road
8	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4, 6 and 7	Art 29 (suspended)
9	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4, 6 and 7	Art 29 (suspended) – whilst erect new water pumping station and carry out utility works
10	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4, 6 and 7	Art 29 (suspended) – whilst demolish existing water pumping station and carry out utility works
11	<ul style="list-style-type: none"> ▪ Easements and restrictive covenants to enter this plot to erect, use, maintain, renew and remove electric lines pursuant to agreement dated 28 November 2012. 	3, 4 and 6	Art 29 (suspended) – whilst temporarily possess this bit of river in connection with Works No. 3

<i>Plot No.</i>	<i>Interest Affected</i>	<i>Works Numbers</i>	<i>DCO Powers</i>
	<ul style="list-style-type: none"> ▪ Right to attach an iron pipe to a bridge to carry electricity cables, pursuant to agreement dated 9 November 1925. ▪ Right to use and maintain electric cables underneath and along the River Lee Navigation and its towpath in accordance with deeds dated 17 December 1931, 6 December 1935 and 29 October 1938. ▪ Rights under Electricity Act 1989. 		
12	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	3, 4 and 6	Art 29 (Suspended) – whilst temporarily possessing in connection with Works No. 3
13	<ul style="list-style-type: none"> ▪ Easements and restrictive covenants to enter to erect, use, maintain, renew and remove electric lines - pursuant to agreement dated 28 November 2012. ▪ Right to attach an iron pipe to a bridge to carry electricity cables, pursuant to agreement dated 9 November 1925. ▪ Right to use and maintain electric cables underneath and along the River Lee Navigation in accordance with deeds dated 17 December 1931, 6 December 1935 and 29 October 1938. ▪ Rights under Electricity Act 1989. 	4 and 6	Art 29 (suspended) – temporarily stop up during bridge strengthening works
14	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4 and 6	Art 29 (suspended) – during works to Lee Park Way and bridge strengthening works
15	<ul style="list-style-type: none"> ▪ Easements and restrictive covenants to erect, use, maintain, renew and remove electric lines pursuant to agreement dated 16 May 2013. ▪ Rights under Electricity Act 1989. 	4 and 6	Art 29 (suspended) – works to improve and reconfigure Lee Park Way and landscaping
16	<ul style="list-style-type: none"> ▪ Easements and restrictive covenants to erect, use, maintain, renew 	4, 5 and 6	Art 29 (extinguished and suspended)

<i>Plot No.</i>	<i>Interest Affected</i>	<i>Works Numbers</i>	<i>DCO Powers</i>
	<p>and remove etc. electric lines pursuant to agreement dated 30 March 2012 and deed of rectification and variation dated 28 March 2013.</p> <ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. ▪ Owner of underground control cable (electricity). 		
17	<ul style="list-style-type: none"> ▪ Easements and restrictive covenants to erect, use, maintain, renew and remove electric lines pursuant to agreement dated 30 March 2012 and deed of variation dated 28 November 2012. ▪ Right to attach an iron pipe to a bridge to carry electricity cables, pursuant to agreement dated 9 November 1925. ▪ Right to use and maintain electric cables underneath and along the River Lee Navigation and its towpath in accordance with deeds dated 17 December 1931, 6 December 1935 and 29 October 1938. ▪ Rights under Electricity Act 1989. 	4, 5 and 6	Art 29 (suspended) – temporarily possess part of plot 17 for use as part of the temporary laydown area
18	<ul style="list-style-type: none"> ▪ Easements and restrictive covenants to enter to erect, use, maintain, renew and remove electric lines pursuant to agreements dated 30 March 2012, 28 March 2013 and 4 April 2014. ▪ Rights under Electricity Act 1989. 	5 and 6	Art 29 (suspended) – temporarily possess to use as part of access into the temporary laydown area
19	<ul style="list-style-type: none"> ▪ Easements and restrictive covenants to enter to erect, use, maintain, renew and remove electric lines pursuant to agreements dated 30 March 2012, 28 March 2013 and 4 April 2014. ▪ Rights under Electricity Act 1989. 	5 and 6	Art 29 (suspended) - temporarily possess to use as part of access into the temporary laydown area
20	<ul style="list-style-type: none"> ▪ Right of way pursuant to statement of truth dated 22 November 2013 (registered with caution title number AGL298819). 	5 and 6	Art 29 (suspended) temporarily possess to use as part of access into the temporary

<i>Plot No.</i>	<i>Interest Affected</i>	<i>Works Numbers</i>	<i>DCO Powers</i>
	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 		laydown area
21	<ul style="list-style-type: none"> ▪ Easements and restrictive covenants to enter to erect, use, maintain, renew and remove electric lines pursuant to agreement dated 16 May 2013. ▪ Rights under Electricity Act 1989. ▪ Owner of underground control cable (electricity). 	4, 5 and 6	Art 29 (suspended) – landscaping, works to Lee Park Way, creation of temporary access into temporary laydown area and the creation of new footpath
22	<ul style="list-style-type: none"> ▪ Easements and restrictive covenants to enter to erect, use, maintain, renew and remove electric lines pursuant to agreements dated 30 March 2012, 28 March 2013 and 4 April 2014. ▪ Rights under Electricity Act 1989. 	4 and 6	Art 29 (suspended) – landscaping and works to Lee Park Way.
23	<ul style="list-style-type: none"> ▪ Right to attach an iron pipe to a bridge to carry electricity cables, pursuant to agreement dated 9 November 1925. ▪ Right to use and maintain electric cables underneath and along the River Lee Navigation and its towpath in accordance with deeds dated 17 December 1931, 6 December 1935 and 29 October 1938. ▪ Easements and restrictive covenants to enter to erect, use, maintain, renew and remove electric lines pursuant to agreement dated 28 November 2012. ▪ Rights under Electricity Act 1989. 	4 and 6	Art 29 (suspended) - landscaping
24	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4 and 6	Art 29 (suspended) - landscaping
25	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4 and 6	Art 29 (suspended) - landscaping
26	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4 and 6	Art 29 (suspended) – landscaping

<i>Plot No.</i>	<i>Interest Affected</i>	<i>Works Numbers</i>	<i>DCO Powers</i>
27	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4 and 6	Art 29 (suspended) - landscaping
28	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. ▪ Easements and restrictive covenants to enter this plot to erect, use, maintain, renew and remove electric lines pursuant to agreement dated 31 July 2012. 	4 and 6	Art 29 (suspended) – realign kerb
29	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. ▪ Easements and restrictive covenants to enter this plot to erect, use, maintain, renew and remove electric lines pursuant to agreement dated 31 July 2012. 	4 and 6	Art 29 (suspended) realign kerb
30	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4 and 6	Art 29 (suspended) – works to existing access into the Edmonton EcoPark and utilities works
31	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4 and 6	Art 29 (suspended) – works to existing access into the Edmonton EcoPark
32	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	4 and 6	Art 29 (suspended) – works to Lee Park Way and to strengthen bridge
34	<ul style="list-style-type: none"> ▪ Rights under Electricity Act 1989. 	1a, 4 and 6	Art 29 (extinguished) – CPO plot 34 for sole use as part of the Edmonton Ecopark

2. Summary table of utilities present and nature of works proposed

Utility Affected	Nature of impact	Apparatus	Works to be done	Drawing number in Utilities Strategy (AD05.10)
National Grid Gas Plc.				
Gas	Physical Pg. 49 SoR (AD04.01) has further detail	Main medium pressure gas pipe running with easement strip.	Decommission and remove (because we are going to install a new gas pipe)	Existing pipe on 35180/LON/CVD/004/F Appendix A New pipe on 35180/LON/CVD/014/E Appendix C
		Main low pressure gas pipe running along Salmon's Brook until LondonWaste Ltd accommodation and parking area.	Decommission and remove	Existing pipe on 35180/LON/CVD/004/F Appendix A
Pilot/control cable	Limited access during limited time – access rights	Underground cable runs through the proposed temporary laydown area carpark	Potentially divert	35180/GOS/CVD/004/A Appendix A

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