
NORTH LONDON WASTE AUTHORITY

NORTH LONDON HEAT AND POWER PROJECT

EN010071

WRITTEN SUMMARY OF ORAL REPRESENTATIONS MADE AT THE ISSUE SPECIFIC HEARING ON THE DRAFT DCO ON 5 JULY 2016

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

AD07 . 22

July 2016

North London Heat and Power Project

Application Reference: EN010071

Summary of Oral Representations Made On Behalf Of the Applicant at the Issue Specific Hearing Held on 5 July 2016 into the Draft Development Consent Order (The “Hearing”)

Submitted By the Applicant on 18 July 2016 (To Meet Deadline 7 of the Examination Timetable)

General notes

1. All references in this document to the “Applicant” making a representation is a reference to what was spoken by the person speaking on behalf of the Applicant during the Hearing.
2. This summary follows the order of items on the agenda for the Hearing issued by the Examining Authority on 28 June 2016.

Agenda item	Summary of Oral Representation on behalf of the Applicant	Documents referred to	Speaker on behalf of the Applicant
1. Introductions, purpose of the hearing into the draft DCO submitted for deadline 6.	<p>A representation was made by Zayo to confirm that it is engaging in private agreement negotiations with the Applicant to address representations submitted to the ExA by Zayo during the Examination process to date.</p> <p>The Applicant explained to the ExA that Zayo owns cables within the Order limits. There are no proposals to physically interfere with Zayo’s apparatus, but there may be a period of time during which Zayo may not be able to access its apparatus whilst resurfacing works on Ardra Road and junction improvement works between Ardra Road and</p>	-	Michael Humphries QC

	<p>Meridian Way are being carried out. The Applicant believes that it can resolve any concerns raised by Zayo via a private agreement. The Applicant would be happy to make this same statement at the hearing on 6 July if Zayo will not attend that hearing; if Zayo then feels the Applicant has misrepresented Zayo's position in any way tomorrow, Zayo can write to the ExA.</p>		
<p>2. Drafting of the Order, taking articles 1–38 and Schedules 1-13 in turn, and including particularly the position concerning protective provisions in Schedule 13.</p>	<p>Please see the document submitted by the Applicant at Deadline 7 entitled "Table of Revisions to the Draft Development Consent Order".</p> <p>That document contains a summary of the oral representations made by the Applicant in relation to all the items in the Agenda Item 2, listing the comments by the ExA on the drafting of the Order.</p>	<p>Draft Development Consent Order submitted for Deadline 6 (tracked changes version)</p>	<p>Michael Humphries QC</p>
<p>3. Interaction of the draft DCO with the National Grid (North London Reinforcement Project) Order 2014.</p>	<p>The ExA referred to the analysis on the relationship between the National Grid 2014 DCO and the proposed NLHPP DCO set out in the joint response by the Applicant and National Grid submitted at Deadline 5 as part of their response to question 1.5 of the ExA's Second Written Questions (Joint Response).</p> <p>During the hearing, the Applicant gave the ExA and National Grid a separate bundle containing a copy of the Joint Response.</p>	<p>APP5-001, Joint Statement by NLWA and National Grid to the 2WQ, 2WQ1.5 and Appendix 1.5</p>	<p>Michael Humphries QC</p> <p>Euston Ling (NLWA)</p>

	<p>The following points were raised by the ExA and responded to by the Applicant:</p> <p>(1) General point - the ExA queried that if the application for the North London Heat and Power Project (NLHPP) were approved, to what extent would the NLHPP DCO override the DCO granted to National Grid? The ExA commented that logically, the latest DCO would override the preceding DCO. The Applicant responded that:</p> <ul style="list-style-type: none"> ▪ The Applicant does not think this is a question of one DCO trumping another DCO, but it does recognise that there is a need to come to a sensible arrangement with National Grid. ▪ What is at issue here is construction powers interacting with each other. No part of the works in either scheme will overlap each other in terms of permanent works. The Applicant and National Grid are discussing working arrangements where construction works could interact. ▪ National Grid's 'North London Reinforcement Project' involves up-rating its existing 275KV overhead line to 400KV. As the existing pylons for the 275KV overhead line were constructed to carry 400KV conductors, this simply means re-stringing the existing line. National Grid is very experienced at re-stringing overhead electricity lines and frequently does this over houses, factories, motorways etc. What is beneath the overhead lines crossing the NLHPP application site will be a construction car park. To re-string the overhead lines that pass over the NLHPP application site will take a few days. The relevant National Grid pylons are located outside the NLHPP application site and so the equipment to re-string the lines will not need to encroach 		
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	<p>on the NLHPP construction laydown area. National Grid could, therefore, either net the area to be oversailed or the Applicant could clear the area within the construction laydown area car park that is beneath the relevant section of overhead line. The Applicant will have a power to temporarily possess the land underneath a section of the overhead line and National Grid will have a power to re-string the overhead line, and the Applicant and National Grid are discussing a liaison procedure (involving notices etc) to ensure that they work together to enable both schemes to be carried out.</p> <ul style="list-style-type: none">▪ Another example of where liaison is needed is where National Grid has the power to stop up the towpath (FP109). This power covers an extended area but the extent of the stopping up is only really needed underneath and close to the overhead lines. The reason why National Grid applied for the power to stop up the entirety of FP109 (the towpath) is because FP109 runs underneath the overhead lines. The Applicant is also seeking a power to temporarily stop up part of FP109 as it will need to access the bridge (plot 14) to carry out strengthening works; however, National Grid will not need access to (and therefore not need to stop up) this part of FP109 as it is not near an overhead line. Therefore, there are no foreseeable practical issues should both National Grid and the Applicant exercise their powers to stop up FP109 at the same time.▪ National Grid also has a power to create new and improve existing accesses through plot 16. There are currently discussions between National Grid and the Applicant relating to the use of those accesses and traffic management.		
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	<ul style="list-style-type: none"> ▪ The interaction between the NLHPP and the National Grid scheme is no different to situations where statutory undertakers have powers over streets which, in theory, could conflict with the powers of other statutory undertakers. ▪ The Applicant has produced a note to complement the Joint Response, which describes the practical ways in which the interactions between both schemes can be dealt with. The Applicant will submit a copy of this note to the ExA at Deadline 7. <p>(2) Overriding and Extinguishing rights and interests – in light of sections 127 and 138 of the Planning Act 2008, the ExA requested and the Applicant agreed to provide a separate note on how the Applicant and National Grid are dealing with powers being sought under the NLHPP to override and extinguish rights and interests belonging to National Grid.</p> <p>(3) Right of access granted to National Grid pursuant to an existing wayleave agreement (page 5 of the Joint Response) - the ExA queried whether this right of access belonging to National Grid would need to be overridden. The Applicant responded that to the extent that the right of access extends over the entire width of Lee Park Way, that right would need to be temporarily suspended whilst Lee Park Way is temporarily stopped up and works are carried out to improve it under the NLHPP. The right of way will not be completely restricted during that time however as National Grid will still be able to use the side of Lee Park Way that is not stopped up (the stopping up will be carried out under the NLHPP one section at a time to allow vehicles to continue to use Lee Park Way). This is an example of how</p>		
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	<p>a practical solution is found to an interaction. Article 21 of the NLHPP DCO allows the undertaker to temporarily suspend rights only to the extent that it is needed for the purposes of the Order. Therefore, once the improvement works to Lee Park Way are completed under the NLHPP, there will no longer be a need to suspend National Grid's right of access.</p> <p>(4) Works No. 1 and access to Works No. 8, both under the National Grid DCO (page 9 of the Joint Response) – the ExA queried why National Grid needed access from Lee Park Way to reach Works No. 8 of the National Grid DCO, when it already had access to Works No. 8 from the north. The ExA agreed with the Applicant that National Grid would have other ways to reach Works No. 8. The Applicant explained that although not indicated as an access route within National Grid's ES and National Grid's DCO approved plans, National Grid will have access to their proposed materials holding facility (Works No. 8), which will be located adjacent to Deephams sewage treatment works approximately 500m north of the NLHPP application site via Lee Park Way. National Grid is not proposing to carry out works along Lee Park Way, and the interaction between the schemes is only related to access to Works No. 8. There are indeed two ways to access the NG WORKS No. 8: 1) from the south along Lee Park Way from Advent Way (within the NLHPP Application Site); and 2) from the north from Pickett's Lock Lane from Meridian Way (outside the NLHPP Application Site).</p> <p>(5) National Grid Works No. 1 on plot no. 295 of the National Grid DCO (page 10 of the Joint Response) – the ExA queried whether the corridor of land within which Works No. 1 will be carried out, will oversail plots 17 and 22 of the NLHPP. The Applicant confirmed that it would not. The Applicant explained that it is the eastern overhead line</p>		
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	<p>that will be re-strung under the National Grid DCO, so that it would just be plots 16 and 21 that would be affected. The Applicant further explained that the National Grid pylons are outside the NLHPP application site, and it will therefore be a question of working out details of overhead line clearances and having National Grid winching equipment on the NLHPP application site.</p> <p>(6) Netting & scaffolding or restriction-free area (page 12 of the Joint Response) – the ExA queried what impacts there would be on plot 16 of the NLHPP if there is to be either netting and scaffolding or a restriction-free area underneath the National Grid overhead line. The ExA also queried whether the land within plot 16 underneath the overhead line would be sterilised. The Applicant responded that as there is an existing overhead line over plot 16, the Applicant would need to observe the necessary clearances in any event, whether or not that overhead line is re-strung. The Applicant has already received advice from National Grid on the required clearances should equipment and structures be placed within plot 16 under the overhead line. Due to this, the Applicant has factored this into the design of the layout for plot 16 and has decided to place a car park in that area. The Applicant referred the ExA to appendix H of the Joint Response which sets out an illustrative masterplan for the layout of the NLHPP temporary laydown area. The Applicant added that if necessary, it could consider placing the temporary offices further away from the overhead line. Discussions are continuing with National Grid in relation to the National Grid up-rating works and there are indeed two options being considered: (i) clearing the land underneath the overhead line within plot 16 but leaving a small access corridor so as not to sterilise the entire construction car parking area; and (ii) National Grid installing netting and scaffolding under the overhead line. As the timing of the National Grid works is uncertain, there may be no need for either of</p>		
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	<p>these options. If there is an interaction between the works, netting and scaffolding can be used. There will be no need to sterilise the area underneath the overhead line as the Applicant should be able to maintain an access corridor to enable the Applicant to continue to use that part of plot 16. In any event, the Applicant was confident that a workable solution can be found by following the liaison procedure that is in the private agreement being negotiated. The Applicant does not believe that the National Grid works to the overhead line over plot 16 would jeopardise the Applicant's use of plot 16 as all National Grid needs to do is re-string a cable over the space of a few days.</p> <p>(7) Use of Advent Way into Plot 16 (page 28 of the Joint Response) - the ExA noted that National Grid has powers under its DCO to have an access through plot 16 of the NLHPP and queried whether this would prevent the Applicant from using plot 16. The Applicant responded by referring the ExA to Appendices B and H of the Joint Response, which show that under the NLHPP, the Applicant is planning to lay out an internal access route through plot 16 which follows an almost identical route to that proposed through plot 16 by the National Grid DCO. The Applicant confirmed that, subject to adhering to necessary traffic management measures, National Grid would be able to use the internal access route that the Applicant is proposing through plot 16.</p>		
4. The role of private agreements	<p>The Applicant explained that in summary, the role of private agreements is as follows:</p> <ul style="list-style-type: none"> • In some cases, they contain a limit exercise of powers. For example, where an agreement enables the Applicant to purchase land, that agreement can also state that the Applicant will therefore not exercise its powers of 	-	Michael Humphries QC Stewart Scott (Stephenson)

	<p>compulsory acquisition;</p> <ul style="list-style-type: none"> • Some allow for acquisition of interests and / or rights; • Some settle issues of compensation; • Some contain specific amendment against protective provisions; • Some provide for liaison procedures to be followed; • None of them extend the powers under the DCO • They are all confidential agreements; • They all contain an obligation on the Interested Party to withdraw their objections to the application once the agreement is signed; • Some set out detailed working arrangements; • None of them derogate from environmental mitigation measures in the ECMS or the mitigation measures in the CoCP. <p>The ExA explained that where there are private agreements being negotiated with statutory undertakers relating to their land or apparatus and those statutory undertakers have made representations to the ExA, he will need to be satisfied that the tests under sections 127 and 138 Planning Act 2008 are met and also that those private agreements do not cover issues that are also covered by the draft DCO. The ExA requested and the Applicant agreed to provide the ExA with commentary on this and also on how the statutory undertakers' representations have been addressed by the agreements to date. The Applicant added that it would not be able to provide copies of the private agreements because they are confidential, but that the agreements do require the party to withdraw their objections once the agreement is signed.</p>		Harwood LLP)
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	<p>Biffa</p> <p>The ExA noted that Biffa Waste Ltd submitted a late representation on 4 July 2016. The Applicant agreed to respond to Biffa's representation and to provide a copy of its response to the ExA at Deadline 7. The applicant sent a response direct to Biffa on 15 July 2016.</p>		
<p>5. Drafting of the CoCP [REP6-001] and ECMS [REP6-003].</p>	<p>The Applicant did not make any oral submissions in relation to the revised CoCP.</p> <p>In relation to the revised ECMS, the ExA requested and the Applicant agreed to change terminology used in the ECMS when referring to the section 106 agreement. The ExA suggested it be referred to as a Development Consent Order Obligation.</p>	<p>Revised CoCP and ECMS, submitted at Deadline 6 by the Applicant</p>	<p>Michael Humphries QC</p>
<p>6. The draft DCOB (Section 106 Agreement) [APP-011].</p>	<p>The Applicant provided the following summary of how negotiations are progressing with the London Borough of Enfield in agreeing a Development Consent Order Obligation (DCOb):</p> <p>Progress continues with the DCOB although it has not yet been completed. Meetings between the Applicant and the London Borough of Enfield have continued to take place and drafts have been exchanged between solicitors acting for the parties. At a meeting on 4 July, the Applicant and LBE agreed to target completion of the Deed by 18 July 2016 in order to submit it to PINS in a timely manner. That gives both parties 2 weeks to agree the final form which was noted to be tight, but achievable.</p>	<p>-</p>	<p>Ben Stansfield (Stephenson Harwood LLP)</p>
<p>7. Stocktake of revised plans submitted at</p>	<p>During the hearing, the Applicant provided the ExA with a copy of a note prepared explaining all the changes made to the relevant plans. A copy of the note given to the ExA will be submitted by the Applicant at</p>	<p>Appendix 1 of the Table of</p>	<p>Michael Humphries QC</p>

<p>deadline 6 [REP6-006], and proposed revised application documents pursuant to amendments to article 21 of the draft DCO (land plans [APP-006], CPO (CA) Powers Road Map [APP-058] and Statement of Reasons [APP-012]).</p>	<p>Deadline 7. The Applicant sought confirmation from the ExA as to whether the amendments set out in Appendix 1 of the Table of Amendments to the draft DCO (submitted by the Applicant on Deadline 6) were acceptable. The Applicant explained that it was seeking permission before making amendments to the land plans, the Statement of Reasons and the CPO Power Road Map, in case the ExA had any particular objections to the Applicant's revision of the wording of Article 21. The ExA confirmed it was happy with the proposed changes to those documents and the Applicant agreed to provide revised versions of those documents at Deadline 7.</p>	<p>Amendments to the draft DCO (submitted by the Applicant on Deadline 6)</p>	
<p>8. Submission of revised draft DCO and related documents, and future examination deadlines.</p>	<p>The Applicant agreed to provide the following documents at Deadline 7:</p> <ul style="list-style-type: none"> ▪ Revised draft DCO; ▪ Final Development Consent Order Obligation; ▪ Revised land plans (to cover the revisions set out in Appendix 1 of the Table of Amendments to the draft DCO (submitted by the Applicant on Deadline 6)); ▪ Revised Statement of Reasons (to cover the revisions set out 	<p>-</p>	<p>Michael Humphries QC</p>

	<p>in Appendix 1 of the Table of Amendments to the draft DCO (submitted by the Applicant on Deadline 6));</p> <ul style="list-style-type: none"> ▪ Revised CPO Powers Road Map (to cover the revisions set out in Appendix 1 of the Table of Amendments to the draft DCO (submitted by the Applicant on Deadline 6)); ▪ Revised Design Code Principles (to take account of the relevant revisions in the Statement of Common Ground with London Borough of Enfield); and ▪ Note to compliment the Joint Response, describing the practical ways in which the interactions between the National Grid DCO and the NLHPP can be dealt with. <p>The Applicant also agreed to provide a revised Explanatory Memorandum, and table of amendments to the Explanatory Memorandum, at Deadline 8.</p>		
9. Any other business.	The Applicant did not make any oral submissions.		-

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