

**THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010  
THANET EXTENSION OFFSHORE WINDFARM**

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**WRITTEN REPRESENTATION ON BEHALF OF NATIONAL GRID PLC**

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## **WRITTEN REPRESENTATION ON BEHALF OF NATIONAL GRID PLC**

### **1. INTRODUCTION**

- 1.1 National Grid Plc have made a relevant representation in this matter on 5<sup>th</sup> September 2018 in order to protect apparatus owned by National Grid Electricity Transmission PLC (“NGET”). National Grid Plc does not object in principle to the development proposed by the Promoter.
- 1.2 National Grid does, however, object to the Authorised Works, which include connection to their Electricity Transmission Network being carried out in close proximity to their extensive apparatus in the area unless and until suitable protective provisions and related agreements have been secured to their satisfaction, to which see further at paragraph 4. They also object to any compulsory acquisition powers for land or rights or other related powers to acquire land temporarily, override or otherwise interfere with easements or rights or stop up public or private rights of access being invoked which would affect their land interests, rights apparatus, or right to access and maintain their apparatus. This is unless and until suitable protective provisions and any necessary related amendments to the wording of the DCO have been agreed and included in the Order.
- 1.3 NGET own and operate the electricity transmission network in England and Wales, with day-to-day responsibility for balancing supply and demand. NGET operate but do not own the Scottish networks. NGET is required to comply with the terms of its Electricity Transmission Licence in the delivery of its statutory responsibility. Under Section 9 of the Electricity Act 1989, NGET have a statutory duty to maintain ‘an efficient, co-ordinated and economical’ system of electricity transmission.

### **2. NGET ASSETS**

- 2.1 National Grid Electricity Transmission PLC (“NGET”) has high voltage electricity overhead transmission lines, a 132kV underground cable and an existing Sub Station within close proximity to the Order Land and authorised works and related connection works. Details of these assets are as follows:
  - (a) Richborough 400kV Sub Station
  - (b) 400kV Overhead Line from Richborough to Canterbury North 400 kV Sub Station; and
  - (c) 132kV underground Cable running between UPKN’s 132kV Sub Station and National Grid’s 400kV Sub Station at Richborough
- 2.2 The Richborough 400kV Sub Station was authorised under the Richborough Connection Project Order 2017 for National Grid’s benefit and provided the necessary land and rights to construct the new Sub Station and connection between Richborough and Canterbury North. The Richborough Connection Project is in the course of construction and anticipated to be fully completed by June 2020. The 400kV Overhead Line has been constructed, as has the 400kV Sub Station and both are in operation. The 132kV Cable Route will be laid before the end of August 2019. National Grid’s rights obtained under the Richborough Connection Project Order

2017 are required to be protected and safeguarded where there is any interaction with the Thanet Extension offshore Windfarm Order. The overhead lines, underground cables and Sub Station form/will form an essential part of the electricity transmission network in England and Wales. NGET will require the Promoter to enter into crossing agreements in respect of crossings of their Apparatus (underground cables and possibly also Overhead Lines if there is any crossing of their easement strips). The integrity of the 132kV underground cable is of key concern to NGET. NGET will also require that works for connection to their Richborough 400kV Sub Station within the Sub Station boundary, which are part of the authorised development within (Work No. 16) are carried out by NGET in accordance with the Connection Agreement entered into with the Promoter.

- 2.3 In respect of all NGET infrastructure located within the DCO boundary, or in close proximity to the proposed project and associated works, NGET will require protective provisions to be put in place to ensure (i) that all NGET interests and rights including rights of access are unaffected by the power of compulsory acquisition, grant and extinguishment of rights and temporary use powers and (ii) to ensure that appropriate protection for the retained apparatus is maintained during and after construction of the project. This includes compliance with all relevant standards on safety clearances EN 43 -8, Development near overhead lines and HSE Guidance Note GS6 Avoiding Danger from Overhead Electric Lines.

### **3. NGET - REGULATORY PROTECTION FRAMEWORK**

- 3.1 NGET have issued guidance in respect of standards and protocols for working near to Electricity Transmission equipment in the form of:
- 3.1.1 Third Party Working near National Grid Electricity Transmission equipment - Technical Guidance Note 287. This document gives guidance and information to third parties working close to National Grid Electricity Transmission assets. This cross refers to statutory electrical safety clearances which are used as the basis for ENA (TA) 43-8, which must be observed to ensure safe distance is kept between exposed conductors and those working in the vicinity of electrical assets, and
- 3.1.2 Energy Network Associations Development near Overhead Lines ENA (TS) 43-8. This sets out the derivation and applicability of safe clearance distances in various circumstances including crossings of OHL and working in close proximity.
- 3.1.3 Additionally HSE's guidance note 6 "Avoidance of Danger of Overhead Lines". Summarises advice to minimise risk to life/personal injury and provide guidance to those planning and engaging in construction activity in close proximity to Overhead Lines.
- 3.2 National Grid requires specific protective provisions in place to provide for an appropriate level of control and assurance that industry standards will be complied with in connection with works to and in the vicinity of their electricity assets.

### **4 PROTECTIVE PROVISIONS**

- 4.1 National Grid seeks to protect its statutory undertaking, and insists that in respect of connections and work in close proximity to their Apparatus as part of the authorised development the following procedures are complied with by the Applicant:

- (a) National Grid is in control of the plans, methodology and specification for works within 15 metres of any retained Apparatus,
- (b) NGET carry out those works forming part of Work 16 which sit inside their leasehold ownership and involve connection works to the Richborough Sub Station in accordance with the Electricity Connection Agreement between the parties,
- (c) DCO works in the vicinity of NGET apparatus are not authorised or commenced unless protective provisions are in place preventing compulsory acquisition of National Grid's land or rights or the overriding or interference of the same and including appropriate insurance and indemnity provisions to protect National Grid. Any acquisition of rights must be subject to NGET's existing interests and rights and not contradict with or cut across such rights.
- (d) The Protective Provisions will secure crossing agreements are entered into in respect of any National Grid apparatus including the 132kV Cable, where this is crossed by the Thanet Cable Route connection to the Richborough Sub Station.

4.2 National Grid maintain that without an agreement or qualification on the exercise of unfettered compulsory powers or connection to its apparatus the following consequences will arise:

4.2.1 Failure to comply with industry safety standards, legal requirements and Health and Safety Executive standards create a health and safety risk;

4.2.2 Any damage to apparatus has potentially serious hazardous consequences for individuals located in the vicinity of the pipeline/apparatus if it were to fail.

4.3 The proposed Order does not yet contain fully agreed protective provisions expressed to be for the protection of National Grid to National Grid's satisfaction, making it currently deficient from National Grid's perspective.

4.4 National Grid contend that it is essential that these provisions are addressed to their satisfaction to ensure adequate protection for their Assets and that protective provisions on their standard terms are provided. Negotiations between the parties in respect of the form of the Protective Provision to be included within the Order are well advanced but not concluded and there remain a number of outstanding issues. Should it not be possible to reach agreement with the promoter National Grid reserve the right to attend a Compulsory Acquisition Hearing or Issue Specific Hearing to address the required format of the Protective Provisions. If this is necessary National Grid reserve the right to provide further written information in advance in support of any detailed issues remaining in dispute between the parties at that stage.

## **5 PROPERTY ISSUES**

5.1 Connection to the Electricity Sub Station included within Work 16, must be by NGET and will be secured via an Electricity Connection Agreement. As such from the point of crossing over into NGET's Sub Station boundary no property rights should be acquired from NGET's leasehold interest in plot 02/130. This will also be prevented by the Protective Provisions. We will be asking the Promoter to confirm that this is

agreed and clarify their intentions in respect of Plot 02/130 in order that there is no conflict with the NGET lease.

- 5.2 The Order proposes 3 different Cable Route options for connection into the Richborough Sub Station. NGET prefer the two southern options provided that these can be delivered without affecting the Integrity of the existing NGET 132kV Cable. Connection will be secured and agreed through the Connection Agreement. To the extent that there is any crossing or work required in the NGET easement strip, a Crossing Agreement will be required before any works are commenced. This will be secured by the Protective Provisions, once agreed and in place.
- 5.3 NGET require assurance from the Promoter that the existing rights of access will be retained during and post construction and remain unaffected by the compulsory acquisition powers in the Order. NGET require 24 hour access to their Sub Station for all vehicle types to be available throughout the construction period and thereafter and will require assurance that this can be secured practically and physically by the Promoter in accordance with NGET's property rights.
- 5.4 NGET assert that maintaining appropriate property rights to support their assets is a fundamental safety issue. Insufficient property rights would have the following safety implications:
  - 5.4.1 Inability for qualified personnel to access apparatus for its maintenance, repair and inspection.
  - 5.4.2 Risk of strike to cable/overhead lines if development occurs within the easement zone which seeks to protect the cable/overhead lines from development.
  - 5.4.3 Risk of inappropriate development within the vicinity of the assets increasing the risk of damage to the asset and integrity of the system.