

**From:** [REDACTED]  
**To:** [Immingham OCGT](#)  
**Cc:** [REDACTED]  
**Subject:** VPI Immingham - Deadline 2 - National Grid Written Representation [BCLP-Legal.2026502.000295]  
**Date:** 12 September 2019 15:53:57  
**Attachments:** [REDACTED]

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Dear Sirs,

**Written Representation:**

Please see attached a Written Representation on behalf of National Grid.

**Statement of Common Ground:**

National Grid are in discussion with the promoter over the wording of a Statement of Common Ground which has not yet been fully finalised/agreed by the parties but which will be submitted by the Promoter at this Deadline and does incorporate National Grid's comments/position on the Electricity and Gas connections.

**ExA's Written Questions:**

National Grid have been asked the following written questions:

Q.1.4.1 – Response : The effect on existing apparatus can be successfully mitigated and controlled by way of suitable protective provisions. However these have not yet been finalised/agree with the promoter or included in the dDCO, although it is hoped that this position can be agreed and finalised shortly. In terms of connection matters, please see paragraph 2.1 (Grid Connection) and paragraph 2.3 (Gas Connection) to the SoCG.

Q1.14.1 - Response: Protective Provisions are not yet finally agreed with the promoter or included in the DCO in National Grid's agreed format. However negotiations are progressing well and it would be hoped that they can be concluded shortly save any outstanding points in respect of which more detail is provided in the Written Representation.

Q.1.15.1 - Response: Re capacity at Feeder 9, please see paragraph 2.3.6 of the SoCG. Re Additional infrastructure please see paragraph 2.3.3 of the SoCG.

**Future Issue Specific Hearings in to the drafting of the DCO**

National Grid would like to continue to reserve their right to appear at an Issue Specific Hearing in to the drafting of the DCO as they currently have outstanding issues in respect of the Protective Provisions as per the Written Representation which haven't been resolved with the Promoter in this respect. Please can you notify us of the likely date of any future Issue Specific Hearing into the draft DCO?

Kind regards

Abigail



ABIGAIL WALTERS  
Associate Director



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**12 September 2019**

**THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010  
VPI IMMINGHAM OCGT DEVELOPMENT CONSENT ORDER**

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

**OBJECTOR REGISTRATION NO.20022367**

**REF: ADEA/2026502.000295**



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

### **1 INTRODUCTION**

- 1.1 National Grid Plc have made a relevant representation in this matter on 6<sup>th</sup> June 2019 in order to protect apparatus owned by National Grid Electricity Transmission PLC ("NGET") and National Grid Gas Plc ("NGG"). 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 being carried out in close proximity to their 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 6. 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.
- 1.4 NGG owns, manages and operates the national gas transmission infrastructure in Great Britain. NGG has a statutory duty (under Section 9 of the Gas Act 1986) to develop, maintain, and operate economic and efficient networks and to facilitate competition in the supply of gas in Great Britain.

### **2 NGET AND NGG ASSETS**

- 2.1 NGET has high voltage electricity overhead transmission lines within the Order or in very close proximity to the authorised development. Details of these assets are as follows:
- (a) Humber Refinery 400Kv Electricity Sub Station. The Substation sits outside the Order limits but immediately adjoining the Order Land.
  - (b) 2AD and 2AJ (400kV) Overhead Line Routes and associated above and below ground apparatus, as shown on the plan at Appendix 1.
- 2.2 The sub-station and overhead lines form an essential part of the electricity transmission network in England and Wales.
- 2.3 NGG has an Above Ground Installation (AGI) and high pressure gas transmission pipeline located within close proximity to the Order Limits with offtake apparatus within the Order Limits as follows:
- (a) Thornton Curtis "A" AGI and offtake apparatus (the latter of which falls within the Order Limits), and

(b) Feeder Main 9 (Paull to Hatton and associated apparatus).

2.4 In respect of all NGET and NGG 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 both to their sub-station and Overhead Power Lines and other apparatus 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 in accordance with the Protective Provisions and the relevant safety standards as set out in paragraph 3 and 4.

2.5 National Grid also require 24 hour access to all assets listed at 2.1 and 2.3 throughout the construction and operation of the Authorised Development and will liaise with the Promoter to ensure this is maintained.

### 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 protection for retained assets and assurance that industry standards will be complied with in connection with works to and in the vicinity of their electricity assets.

### 4 **NGG – REGULATORY PROTECTION FRAMEWORK**

4.1 Relevant guidance in respect of standards and protocols for working in the vicinity of high pressure gas pipelines applies in the form of:

4.1.1 National Grid Guidance for Safe Working in the vicinity of High Pressure Pipelines T/SP/SSW/22 which is aimed at parties carrying out work in the vicinity of high pressure gas pipelines and associated installations and is provided to ensure that those planning and undertaking work take appropriate measures to prevent damage.

4.1.2 The requirements in T/SP/SSW/22 are also in line with the IGE (Institution of Gas Engineers) recommendations in IGE/SE/18 Edition 2 – Safe Working Practices to Ensure the Integrity of Gas Pipelines and Associated Installations and HSE's guidance document HS (G) 47 Avoiding Danger from Underground Services.

- 4.2 National Grid requires specific protective provision in place to provide for an appropriate level of control and protection for retained assets and assurance that industry standards will be complied with in connection with works to and in the vicinity of their Gas Assets.

## 5 **PROPERTY ISSUES**

- 5.1 NGET assert that maintaining appropriate property rights to support their assets and protecting these from Compulsory Acquisition and related powers in the DCO is a fundamental safety issue. Insufficient property rights would have the following safety implications:
- 5.1.1 Inability for qualified personnel to access apparatus for its maintenance, repair and inspection.
- 5.1.2 Risk of strike to buried assets/cable/overhead lines if development occurs within the easement zone which seeks to protect the cable/overhead lines from development.
- 5.1.3 Risk of inappropriate development within the vicinity of the assets increasing the risk of damage to the asset and integrity of the system.

## 6 **PROTECTIVE PROVISIONS**

- 6.1 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; and
- (b) 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. Any acquisition of rights must be subject to NGET's existing interests and rights and not contradict with or cut across such rights; and
- (c) Appropriate surety and insurance provisions are in place to back up an uncapped indemnity to protect National Grid from any damage, losses or claims arising from the Authorised Development.
- 6.2 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. However the Promoter has made good progress with National Grid in agreeing an acceptable form of protective provisions for inclusion in the draft Development Consent Order in the near future. This is save in respect of the Indemnity provisions to be given to National Grid in the Protective Provisions. The promoter would like to cap their liability to National Grid under the Indemnity. National Grid does not see why it is reasonable for the Promoter to expect National Grid to accept liability for any damage or claims arising from the promoter's scheme beyond the level of any cap. Furthermore National Grid could be criticised by Ofgem for incurring such costs/liability on behalf of a third party developer. The Decision of the Secretary of State at paragraph 7.5 in the Eggborough Development Consent Order, held in similar circumstances that the Canal and Rivers Trust (a statutory undertaker)

should not be subject to a cap on the promoters indemnity "*because... the Applicant's suggested wording would place an unreasonable and unjustified burden on CRT, which would face a risk of potential costs and losses through no fault of its own*". This is addressed in more detail in paragraphs 8.5.23 to 8.5.36 of the Recommendation Report of the examining authority in that case.

- 6.3 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 and any necessary amendments to the draft Development Consent Order. 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.

# Appendix 1

## Asset Plans





