

26 NOVEMBER 2019

**THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010
THE M25 JUNCTION 10/A3 WISLEY INTERCHANGE DEVELOPMENT CONSENT
ORDER**

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

COMPANY REGISTRATION NO. 02366977

REF: ADEA/TWHI/2026502.000309

WRITTEN REPRESENTATION ON BEHALF OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC

1 INTRODUCTION

- 1.1 National Grid Plc made a relevant representation in this matter on 5 September 2019 in order to protect apparatus owned by National Grid Electricity Transmission PLC ("**NGET**").
- 1.2 National Grid Plc does not object in principle to the development proposed by Highways England (the "**Promoter**") as set out in the draft Development Consent Order (the "**Order**").
- 1.3 National Grid does, however, object to:
- (a) the proposed development (defined as the authorised development in the Order) (the "**Proposed Development**") being carried out in close proximity to its apparatus in the area unless and until suitable protective provisions and related agreements have been secured to its satisfaction, to which see further at paragraph 5; and
 - (b) 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 have been agreed and included in the Order.
- 1.4 NGET owns and operates the electricity transmission network in England and Wales, with day-to-day responsibility for balancing supply and demand. NGET operates but does 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 has a statutory duty to maintain 'an efficient, co-ordinated and economical' system of electricity transmission.

2 NGET ASSETS

2.1 Overview

- 2.1.1 Part of NGET's existing 275kV Chessington – West Weybridge high voltage overhead electricity transmission line (the "**OHL**") is situated within close proximity to the Proposed Development. In particular, it is considered reasonably likely that Towers ZM021 – ZM025 (inclusive), which form part of the OHL, will be affected by the Proposed Development.
- 2.1.2 The OHL and associated towers form an essential part of the electricity transmission network in England and Wales. NGET may require the Promoter to enter into crossing agreements in respect of crossings of their OHL.
- 2.1.3 NGET has had an opportunity to review the documentation and plans submitted with the Promoter's application for the Proposed Development. NGET's specific concerns and/or operational requirements relating to the Proposed Development,

which have already been raised with the Promoter, are summarised in the following paragraphs of this Written Representation.

2.2 **Specific Concerns & Operational Requirements**

2.2.1 **Tower ZM021:**

- (a) A right of access to Tower ZM021 is required for NGET and its contractors along the new private access track during the construction and operation phases of the Proposed Development.
- (b) It is expected that the Promoter would be willing for the provision of a specific right of access to be secured in a side agreement/asset protection agreement negotiated between the parties.

2.2.2 **Tower ZM022:**

- (a) Future access to Tower ZM022 will be via the new private road. NGET will also require a secure gate to be installed off this private road to allow access to Tower ZM022 itself.
- (b) A right of access to Tower ZM022 is therefore required for NGET and its contractors along the private road during the construction and operation phases of the Proposed Development.
- (c) It is expected that the Promoter would be willing for the provision of a specific right of access to be secured in a side agreement/asset protection agreement negotiated between the parties. It is also expected that the side agreement would make provision for the installation by the Promoter of a secure gate leading off the access road to Tower ZM022.

2.2.3 **Tower ZM023:**

- (a) Future access to Tower ZM023 will be via the new private road referred to in relation to Tower ZM022.
- (b) A right of access to Tower ZM023 is therefore required for NGET and its contractors along the private road during the construction and operation phases of the Proposed Development.
- (c) It is expected that the Promoter would be willing for the provision of a specific right of access to be secured in a side agreement/asset protection agreement negotiated between the parties.
- (d) It is noted that the private road is located very close to two sides of the base of Tower ZM023. In order to ensure that the tower foundations are not adversely impacted during construction and operation of the Proposed Development, appropriate protective works (agreed through NGET's standard plant protection process) will need to be fully implemented prior to commencement of any works in the immediate vicinity of Tower ZM023.
- (e) Balfour Beatty Atkins ("**BBA**"), acting on behalf of the Promoter, have previously agreed to investigate moving the access track as far from the base of Tower ZM023 as possible. An update on BBA's investigations is therefore requested.

- (f) Although Tower ZM023 is located outside of the current Order Limits, it is further noted that the Land Plans identify the permanent acquisition of land immediately adjacent to three sides of Tower ZM023. Since tower foundations are often wider at ground level, confirmation is required from the Promoter as to whether powers of compulsory acquisition and/or temporary possession are either intended or likely to affect any part of the existing foundations of Tower ZM023.

2.2.4 Tower ZM024:

- (a) Future access to Tower ZM024 will be via the new private road referred to in relation to Towers ZM022 and ZM023.
- (b) A right of access to Tower ZM024 is therefore required for NGET and its contractors along the private road during the construction and operation phases of the Proposed Development.
- (c) It is expected that the Promoter would be willing for the provision of a specific right of access to be secured in a side agreement/asset protection agreement negotiated between the parties.
- (d) NGET also require a 6m exclusion/clearance zone between the base of Tower ZM024 and any works being carried out by the Promoter as part of the Proposed Development. Although any interactions would be addressed as part of NGET's plant protection process, the side agreement should contain express provisions which prevent the carrying out of works forming part of the Proposed Development within the identified 6m exclusion zone surrounding Tower ZM024.
- (e) The Land Plans indicate that Tower ZM024 and the surrounding land will be used temporarily with rights to be acquired permanently. The Promoter is asked to please confirm the nature and extent of (a) temporary use powers, and (b) the permanent rights relating to this area of NGET's operational land.
- (f) Notwithstanding the inclusion of NGET's operational land comprising and surrounding Tower ZM024 within the Order Limits, NGET will require specific provisions in the protective provisions and/or side agreement which disapply the Promoter's right to acquire NGET's operational land and/or to remove or interfere with any of its existing or future apparatus.

2.2.5 Tower ZM025:

- (a) The Scheme Layout Plans identify that a new specific access route will be provided to Tower ZM025. Assuming this remains the case, and in any event, NGET will require a right of access for itself and its contractors during construction and operation of the Proposed Development.
- (b) NGET will require a further right to close the proposed dedicated slip-road between the A245 and the A3 to enable maintenance works to ZM025 to be carried out. (This point has previously been raised in discussions between NGET and the Promoter/BBA).
- (c) NGET also require a minimum 6m exclusion/clearance zone between the base of Tower ZM025 and the adjacent retaining wall proposed to be constructed by the Promoter.

- (d) It is expected that each of the above points will be dealt with and protections secured in the side agreement negotiated between the parties.

2.3 **Next Steps**

2.3.1 In respect of all of NGET's apparatus and infrastructure located within the Order Limits, or in close proximity to the Proposed Development and associated works (together the "**Apparatus**"), NGET will require protective provisions to be put in place to ensure that:

- (a) 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
- (b) appropriate protection for the retained apparatus is maintained during and after construction of the Proposed Development. 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 Power Lines). In this instance, the safe working by the Promoter and its contractors under and around the OHL is of particular concern to NGET.

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:

- (a) 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 NGET assets. It cross-refers to statutory electrical safety clearances which are used as the basis for EN (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

- (b) Energy Network Associations Development near Overhead Lines ENA (TS) 43-8:

This document sets out the derivation and applicability of safe clearance distances in various circumstances including crossings of, and works in close proximity to, OHLs.

3.1.2 Additionally HSE's Guidance Note GS6 (Avoiding Danger from Overhead Power Lines) provides summary advice designed to minimise risk to life and/or personal injury and provides guidance to those planning and engaging in construction activity in close proximity to OHLs.

3.2 NGET requires specific protective provisions to be put 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 its electricity transmission Apparatus.

4 **PROPERTY ISSUES**

4.1 NGET assert that maintaining appropriate property rights to support its assets is a fundamental safety issue. Insufficient property rights would have the following safety implications:

- (a) inability for qualified personnel to access apparatus for its maintenance, repair and inspection;
- (b) risk of strike to cable/overhead lines if development occurs within the easement zone which seeks to protect the cable/overhead lines from development; and
- (c) risk of inappropriate development within the vicinity of the assets increasing the risk of damage to the asset and integrity of the system.

5 **PROTECTIVE PROVISIONS**

5.1 In order to protect its statutory undertaking, NGET insists that in respect of connections and works in close proximity to its Apparatus as part of the Proposed Development, the following procedures should be complied with by the Promoter:

- (a) NGET is in control of the plans, methodology and specification for works within 15 metres of any retained Apparatus; and
- (b) works within 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.

5.2 NGET maintains that without an agreement or qualification on the exercise of unfettered compulsory powers or connection to its apparatus, the following consequences will arise:

- (a) failure to comply with industry safety standards, legal requirements and Health and Safety Executive standards create a health and safety risk; and
- (b) any damage to Apparatus has potentially serious hazardous consequences for individuals located in the vicinity of the Apparatus if it were to fail.

5.3 The proposed draft Order does not yet contain protective provisions expressed to be for the specific protection of NGET. The draft Order is therefore currently deficient from NGET's perspective.

5.4 NGET contends that it is essential that protective provisions on NGET's standard terms are incorporated in the draft Order to its satisfaction so as to ensure adequate protection for NGET's Apparatus and existing and future property rights.

5.5 Negotiations between the parties in respect of the form of the protective provisions to be included within the Order are advancing but have not yet concluded and there remain a number of outstanding issues (as explained in detail above).

- 5.6 Should it not be possible to reach agreement on these matters with the Promoter, NGET reserves the right to attend a Compulsory Acquisition Hearing or Issue Specific Hearing to address the required format of the protective provisions.
- 5.7 If this is necessary, NGET reserves the right to provide further written information in advance in support of any detailed issues remaining in dispute between the parties at that stage.