

# **The Morgan Offshore Wind Project and Morecambe Offshore Windfarm: Transmission Assets Order 202[x]**

## **Written Representation on behalf of Network Rail**

### **1. Introduction**

1.1 We are instructed by Network Rail Infrastructure Limited ("**Network Rail**") in relation to the Development Consent Order ("**DCO**") application made by Morgan Offshore Wind Project Limited and Morecambe Offshore Windfarm Ltd ("**the Promoter**") to construct, operate and maintain, and decommission two electrically separate transmission systems connecting two nationally significant infrastructure projects -the Morgan Offshore Wind Project: Generation Assets and the Morecambe Offshore Windfarm: Generation Assets - in the east Irish Sea approximately 30 kilometres from the northwest coast of England to the National Grid, at Penwortham, Lancashire ("**the Project**").

1.2 Network Rail is a statutory undertaker responsible for maintaining and operating the country's railway infrastructure and associated estate. Network Rail owns and operates Great Britain's railway network and has statutory and regulatory obligations in respect of it. Network Rail aims to protect and enhance the railway infrastructure and therefore any proposed development on, over or under the railway network or which is adjacent to and interfaces with the railway network or potentially affects Network Rail's land interest will be carefully considered. It was confirmed on 31 March that the Examining Authority accepted that as a statutory party Network Rail would be granted interested party status.

### **2. Powers sought in the DCO**

2.1 Network Rail is an affected landowner. There are references in the DCO Book of Reference to land for which Network Rail is the owner and occupier. The draft Order for the Project ("**the draft Order**") includes powers for the Promoter to permanently acquire rights as well as the extinguishment, suspension or interference with easements or other rights over land where Network Rail has an interest. Whilst Network Rail does not object in principle to the DCO, Network Rail does object to the powers contained in article 22 (compulsory acquisition of rights) and article 24 (private rights) of the draft Order authorising the Promoter to compulsorily acquire rights in or over land which forms part of Network Rail's operational railway land and which Network Rail relies upon for the carrying out of its statutory undertaking.

2.2 Any acquisition of permanent rights should only be granted with Network Rail's consent and would require an easement agreed with Network Rail. It would also need to go through Network Rail's land clearance process as required by Network Rail's Network Licence. Any existing rights which Network Rail have over the land would need to be retained and cannot be subject to extinguishment under the Order.

2.3 Due to the draft Order seeking to authorise work either above or adjacent to Network Rail's operational railway and works which may impede Network Rail's ability to ensure the safe, efficient and economical operation of the railway network, Network Rail requires certain standard protections for the benefit of the operational railway and to manage this interface. Network Rail's requirements for the protection of its operational railway and associated railway infrastructure are set out in further detail in this representation.

### **3. Protective Provisions and associated agreements**

3.1 Network Rail welcomes the form of protective provisions for the protection of Network Rail's operations which are included on the face of the draft Order (Part 8 of Schedule 10). However, the current protective provisions are inadequate insofar as they do not contain the Electro Magnetic Interference ("EMI") provisions.

3.2 It is imperative that the EMI provisions are included in the draft Order. The EMI provisions provide a high-level approval process and set out steps to determine the EMI levels at the appropriate stages in the Project. The purpose of these provisions is to ultimately protect Network Rail's apparatus from EMI. Network Rail submits that, in order to effectively

protect its assets, the EMI provisions must be included. Accordingly, at present Network Rail objects to the draft Order on the basis that it does not include protective provisions in Network Rail's standard form.

- 3.3 Network Rail does not object in principle to the Project, however, Network Rail requires in addition to the Protective Provisions, the Applicant to enter into a Framework Agreement to manage the direct interface that the Project has with the operational railway. Network Rail and the Applicant are in early discussions in relation to such a Framework Agreement.
- 3.4 Network Rail may also require an Asset Protection Agreement where works are significantly close in location and disruptive in nature to the operational railway network. Such agreements are well precedented to ensure the appropriate and necessary technical, engineering and safety requirements for working on, over or near Network Rail's operational railway are applied to the Project. Due to the location of the Applicant's proposed works, Network Rail requires an Asset Protection Agreement in order to carry out its statutory duty.
- 3.5 Network Rail has made contact with the Promoter with a view to agreeing the Protective Provisions and entering into related agreements. These negotiations are at a very early stage. Network Rail maintains that the following requirements as set out in Section 4 must be met in order for it to remove its objection.

#### 4. **Removal of objection**

- 4.1 If the following criteria are met, then it is anticipated that Network Rail would be in a position to withdraw the objections made above:
  - 4.1.1 Network Rail's required amendments to the Protective Provisions are to be included in the Order for the Project;
  - 4.1.2 the Promoter enters into a Framework Agreement, any required easement, licences and Asset Protection Agreements or any other required agreements are entered into in respect of addressing both the acquisition of rights over and/or temporary use of Network Rail's existing operational land; and
  - 4.1.3 Network Rail is granted with clearance and any necessary regulatory consents to enter into any of the agreements referred to above following internal consultation with affected stakeholders across the business.

Network Rail reserves its position both in representation and in submissions at hearings to seek the amendments to the draft Order to ensure protective provisions are interest for the benefit of Network Rail's operational infrastructure which is affected by the Project.