

# **M60/M62/M66 Simister Island Interchange**

**TR010064**

## **7.32 APPLICANT'S RESPONSES TO DEADLINE 6 SUBMISSIONS**

APFP Regulation 5(2)(q)

Planning Act 2008

Infrastructure Planning (Applications: Prescribed  
Forms and Procedure) Regulations 2009

Infrastructure Planning

Planning Act 2008

**The Infrastructure Planning  
(Applications: Prescribed Forms and  
Procedure) Regulations 2009**

**M60/M62/M66 Simister Island Interchange**  
Development Consent Order 202[ ]

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<b>Regulation Reference</b>	Regulation 5(2)(q)
<b>Planning Inspectorate Scheme Reference</b>	TR010064
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## **1. Introduction**

- 1.1.1. The Development Consent Order (DCO) application for the M60/M62/M66 Simister Island Interchange (the "Scheme") was submitted by National Highways (the "Applicant") on 2 April 2024 and accepted for Examination on 30 April 2024.
- 1.1.2. This document has been prepared by the Applicant to set out its responses to the Deadline 6 submissions published on 13 February 2025. This document is submitted at Deadline 7 of the Examination.
- 1.1.3. A summary of the Deadline 6 submissions together with the Applicant's response is set out in Table 2-1 below. Submissions from the following interested parties have been responded to:
  - Bury Metropolitan Borough Council
  - National Grid
  - United Utilities
  - Robert Simms

## 2. Applicant's Responses to the Deadline 6 Submissions

2.1.1. Table 2-1 below documents the Applicant's responses to the Deadline 6 Submissions.

**Table 2-1 - Applicant's responses to Deadline 6 Submissions**

Table 2-1: Applicants Responses to the Deadline 6 Submissions				
Reference	Hearing Action Reference / Other Reference	Action / Topic	Interested Parties Written Submission	Applicant's Response at Deadline 7
<b>REP6-015 Bury Metropolitan Borough Council</b>				
<b>REP6-015</b>		Outline Traffic Management Plan	<p>On behalf of the Council, I can confirm that the Council has liaised with the Applicant in relation to the outline Traffic Management Plan, specifically in relation to para 5.6.6 in the Construction Compounds Section.</p> <p>The Council is in agreement with the approach outlined by the applicant.</p>	The Applicant notes the response.
<b>REP6-016 – National Grid</b>				
<b>REP6-016a</b>		General comments relating to Protective Provisions	<p>We are instructed by National Grid Electricity Transmission Plc ('NGET') in relation to the application made by National Highways ('the Applicant') for a Development Consent Order ('the draft Order') for the M60/M62/M66 Simister Island Interchange ('the Project'). This representation is made on behalf of NGET.</p> <p>NGET is responsible for ensuring the efficient operation of the electricity transmission network, as well as ensuring that the network operates safely and has associated statutory duties with which it must comply.</p> <p>NGET requires its standard Protective Provisions to be included within the draft Order to ensure that its interests are adequately protected and to ensure compliance with relevant safety standards. NGET is currently in the process of agreeing with the Applicant the Protective Provisions and the Side Agreement.</p>	The Applicant confirms that it is continuing to liaise with National Grid (NGET) to reach agreement on the wording of the protective provisions and expects to conclude that agreement before the end of the examination and, in any event, in advance of determination of the application.
<b>REP6-016b</b>		Insuring provision in Protective Provisions	The outstanding matter remaining is inclusion of the insuring provisions in the Protective Provisions which are set out in NGET's standard Protective Provisions and which NGET has requested that the Promoter reinstates. NGET considers that the Undertaker should provide acceptable security and hold acceptable insurance for the construction period to	The Applicant has included protective provisions in the same form as previously agreed with NGET and accepted by the Secretary of State on other made orders including the M54 to M6 Link Road Development Consent Order 2022 and the A57 Link Roads Development Consent Order 2022. The Applicant has previously agreed with NGET on multiple projects that it is a self-indemnifying body such that the insuring provisions now being requested are not applicable. The Applicant is

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			<p>ensure that NGET's interests are protected. The relevant insuring provisions are contained in Paragraph 11 (Indemnity), NGET has reinstated sub-paragraphs 11(7) and 11(8) and the relevant definitions pursuant to that Paragraph, in Paragraph 2 (the definitions are Acceptable Credit Provider, Acceptable Insurance, Acceptable Security). The relevant provisions which have been reinstated and which NGET require, are set out below:-</p> <p><i>(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised works on any land owned by National Grid Electricity Transmission Plc or in respect of which National Grid Electricity Transmission Plc has an easement or wayleave for its apparatus or any other interest or to carry out any works within [15] metres of National Grid Electricity Transmission Plc's apparatus until the following conditions are satisfied:</i></p> <ul style="list-style-type: none"> <li><i>a) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same to the undertaker in writing; and</i></li> <li><i>b) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Grid Electricity Transmission Plc that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same in writing to the undertaker.</i></li> </ul>	<p>continuing to engage with NGET to re-establish the previously agreed position.</p>

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			<i>(8) In the event that the undertaker fails to comply with 11(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Grid Electricity Transmission Plc from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.</i>	
<b>REP6-016c</b>		Concluding comments in relation to Protective Provisions	In the event that any impediment is caused to NGET's apparatus or NGET's assets during the construction period, this can have significant consequences for the operation of the electricity network as well as a high risk to safety. The provision of acceptable security and insurance is a standard requirement of NGET, (these provisions were used in the Hynet Carbon Dioxide Pipeline Development Consent Order 2024), to ensure that any risk associated with works taking place in proximity to its assets and apparatus is mitigated and further that there is no ambiguity to NGET's ability to seek injunctive relief in respect of the works. These provisions are therefore required.	The Applicant is continuing to engage with NGET to clarify its self-indemnifying status and re-establish the previously agreed position between the Applicant and NGET.
<b>REP6-017 United Utilities</b>				
<b>REP6-017</b>		Protective Provisions	In response to the Examining Authority's Questions, United Utilities Water Limited (UW) wishes to confirm that it is seeking agreement of protective provisions in the form of a side agreement. UW can confirm that it is not aware of any disagreement at the current point in time in respect of the wording that is proposed within the draft side agreement. We have confirmed to the applicant that the wording within the side agreement relating to the 'Discharge of Water, foul and surface Water' is extracted from Schedule 10 Part 12 of Statutory Instrument 2024 no.436 Infrastructure Planning The Hynet Carbon Dioxide Pipeline Order 2024.	The Applicant confirms that it is continuing to liaise with United Utilities (UU) to finalise the form of side agreement and expects to conclude that agreement before the end of the examination and, in any event, in advance of determination of the application.
<b>REP6-018 Robert Simms</b>				
<b>REP6-018</b>		Air Quality Monitoring	Will the [XX] about measuring emissions by installing monitoring stations delay getting to the build stage? Clearly the emmissions will go down as you remove syanding traffic and over time less ICE cars.	The Applicant notes the comments received. The Applicant understands the comment is directed to the discussions raised during the examination about post Scheme monitoring which will not therefore delay implementation and delivery of the Scheme.