

TRANSPORT AND WORKS ACT 1992

TRANSPORT AND WORKS (INQUIRIES PROCEDURES) RULES 2004

WRITTEN PROOF OF EVIDENCE BY TIFFANY BATE

REGARDING THE APPLICATION FOR THE PROPOSED NETWORK RAIL (STALYBRIDGE
TO DIGGLE (SADDLEWORTH) ENHANCEMENTS) ORDER

REFERENCE TWA/25/APP/02

DATE 14th MAY 2026

1. INTRODUCTION

- 1.1 My name is Tiffany Bate. I have been employed by National Grid Electricity Transmission Plc (NGET) since October 2023 and am currently a Lead Development Liaison Officer.
- 1.2 In my current role I provide strategic engagement with third-party developers, promoters and statutory bodies whose proposals interface with and impact NGET assets and interests. I act as the senior interface between NGET and external developers.
- 1.3 The Development Liaison role exists to protect the safety, operability, and future development of NGET assets, while enabling externally promoted development—including energy, infrastructure and non-energy projects—to progress in a way that is compliant with NGET's statutory duties and long-term system requirements.
- 1.4 The Network Rail (Stalybridge to Diggle (Saddleworth) Enhancements) Order ("the Order") seeks powers by Network Rail ("the Applicant") for the construction, maintenance and operation of works, including works for the electrification of the railway between Stalybridge and Diggle (Saddleworth).
- 1.5 NGET has a number of assets that form an essential part of the electricity transmission network in England and Wales either within, or in close proximity on the Order Limits (including Stalybridge Substation and various overhead lines). Stalybridge substation is essential to serve a number of existing and future power generation projects and customers in the Greater Manchester area.
- 1.6 For this reason the NGET project team is currently negotiating with the Applicant to agree suitable protective provisions to safeguard its assets and land.
- 1.7 The current form of protective provisions included in the Order deviates from NGET's standard form protective provisions. As such, NGET and Applicant are in the process of negotiating the protective provisions and will provide an update to the Inspector as negotiations progress. NGET has provided the additional protections required as part of this response at Appendix 2.
- 1.8 NGET understands that the Applicant is seeking temporary and permanent rights over several plots of land owned by, or containing, NGET assets or rights as set out in Appendix 1.
- 1.9 It is also understood that works required for the delivery of the Project will directly impact NGET's access to its Stalybridge Substation ("the Site") (illustrated with the red pin on the plan below).



- 1.10 Until satisfactory agreement has been reached with the Applicant on all matters, NGET must continue to reserve the right to make further submissions to the Inquiry and maintain its objection to the Order.

2 NGET'S STATUTORY DUTIES

- 2.1 In its capacity as an electricity transmission licence holder under the Electricity Act 1989, NGET is required to develop and maintain an efficient, coordinated and economical transmission system and to facilitate competition in electricity generation and supply.
- 2.2 As an electricity transmission licence holder, NGET has a legal duty to maintain an efficient, co-ordinated, and economical system of electricity transmission. This duty includes ensuring access to operationally critical sites, such as substations, to perform necessary maintenance and operational activities.
- 2.3 This duty is essential for maintaining the integrity and reliability of the electricity transmission system. Restricted access could impede NGET's ability to perform necessary maintenance and operational activities, potentially leading to system failures and breaches of statutory obligations.

- 2.4 Ofgem enforces compliance with licence conditions and statutory duties under the 1989 Act. Its enforcement powers include revoking licences, issuing enforcement orders, and imposing financial penalties.
- 2.5 Failure to comply with its statutory duties may result in operational disruptions, financial losses, and regulatory penalties. Restricted access to critical sites could also jeopardise energy security and consumer protection.
- 2.6 As a responsible statutory undertaker, NGET's primary concern is to meet its statutory obligations and to ensure that any development does not adversely affect those statutory obligations. NGET must protect its position by ensuring that the Order does not prejudice its statutory duties, including the operation, maintenance and access to its infrastructure and land located within or near the draft Order Limits.

3 PROTECTIONS SOUGHT

- 3.1 The evidence I will provide relates to the requirement of NGET for the Application to provide the following;
 - 3.1.1 appropriate protection for retained apparatus, including compliance with relevant standards and clearances for works proposed within close proximity of its apparatus
 - 3.1.2 Protection of and confirmation that NGET's rights of access to inspect, maintain, renew and repair its apparatus must be maintained at all times and access to inspect and maintain such apparatus must not be restricted.
 - 3.1.3 written confirmation from the Applicant and legal protections to ensure that it will not be seeking to move or interfere with any existing NGET infrastructure within or in close proximity to the Order limits.
 - 3.1.4 Confirmation and demonstration that access to the Site will remain unfettered at all times during the construction of the Project and legal protections to ensure unfettered access.
 - 3.1.5 Confirmation that NGET will be included in any discussions between the Applicant and the local highway authority, and as a party to any agreement the Applicant may enter into with the local highway authority in respect of any works required to Print Works Road.

4 ISSUES OF DISAGREEMENT

- 4.1 Daily access is required to all three NGET substations at Stalybridge. Large vans, commercial vehicles and cars utilise the access from the south along Printworks Road

- 4.2 There are three ways to access Stalybridge 275 kV substation. Under the bridge in question, along Printworks Road (from the south) is one access, the other end (from the north, over the railway) is very tight, steep and small and the last one from the east (which goes over the river and canal) is currently subject to a weight restriction by virtue of a traffic regulation order.
- 4.3 It is therefore essential that access along Printworks Road for NGET vehicles remain unfettered at all times to ensure operation of the Site.
- 4.4 Printworks road is adopted highway where NGET own the freehold (subsoil). Therefore, NGET request to be party to any traffic management/highways agreement in respect of the management of Printworks Road for the duration of the Scheme.
- 4.5 NGET also require confirmation in writing from the Applicant that there is no intention by the Applicant to remove or relocate existing NGET infrastructure that is located within the Order Limits.
- 4.6 In the event that there may be cause to relocate existing infrastructure in the future, NGET requires additional protections to be included in the Order to the effect that where the Applicant seeks to relocate NGET infrastructure, that it provides NGET with a permanent right to retain, maintain and renew that infrastructure.
- 4.7 It is acknowledged by NGET that whilst this issue may not be a live issue (if written confirmation is received from the Applicant that there is no current need to relocate any NGET infrastructure), it is a precedent point for future schemes and engagement with the Applicant. It's inclusion on the face of the Order is important to NGET based on experience in respect of this point and the interface with the Applicant on other schemes

5 PROTECTIONS SOUGHT

- 5.1 NGET therefore seek the additional provisions/extensions to the draft provisions included in the draft Order set out in more detail at Appendix 2 to seek to protect the following;
- 5.2 On street apparatus
- (a) This is an additional provision to the protections proposed by the Applicant in Schedule 17 of the draft Order. Included to ensure that that most of this schedule does not apply to National Grid equipment if it is already covered by the rules in the 1991 Act about street works.
- (b) It is proposed that the only parts of this schedule that still apply are the specific paragraphs dealing with:
- (i) equipment in streets that are temporarily closed,
 - (ii) protection of National Grid's equipment,
 - (iii) costs, and
 - (iv) indemnity

5.3 Apparatus of National Grid in streets subject to temporary stopping up

- (a) This is an additional provision proposed to ensure that if a street is temporarily closed and National Grid has equipment there (or accessed from there):
 - (i) National Grid maintains the same rights to its equipment as it had before the closure.
 - (ii) The undertaker must give (or arrange) legal rights (easements) so National Grid can continue to use and access that equipment.
 - (iii) This does not remove existing rights for either party to require the equipment to be moved or for the undertaker to carry out works, as allowed elsewhere
- (b) The provision ensures that even while the street is closed, National Grid can still:
 - (i) Access the street at any time, and
 - (ii) Carry out any work needed to maintain its equipment.

5.4 Removal of apparatus

- (a) This is a proposed extension to the wording of the protections proposed by the Applicant in paragraph 6 of Schedule 17 of the draft Order.
- (b) The additional wording proposed by NGET is required to ensure that where the undertaker takes over land (permanently or temporarily) where National Grid has equipment:
 - (i) The equipment cannot be removed, and National Grid's right to keep it there continues, until a working replacement is built and operating to National Grid's satisfaction, with all necessary rights in place.
- (c) If the undertaker needs the equipment moved:
 - (i) They must give National Grid advance written notice, including plans and the proposed location of the replacement equipment.
 - (ii) The undertaker must obtain any required permissions and provide National Grid with suitable land, access, and legal rights to build and maintain the replacement equipment.
 - (iii) If the replacement site is not on the undertaker's land (or the undertaker can't provide the rights):
 - (iv) National Grid must reasonably try to secure the needed land and rights, but it does not have to use compulsory purchase powers unless it chooses to.

(d)The location and design of the replacement equipment must be agreed between both parties.

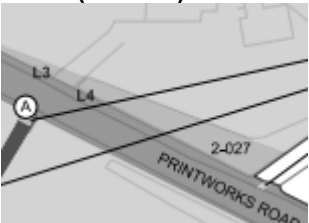
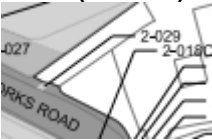
(e)Once agreed and legal arrangements are in place, National Grid must build and bring the new equipment into use without unnecessary delay and then remove the old equipment if required.

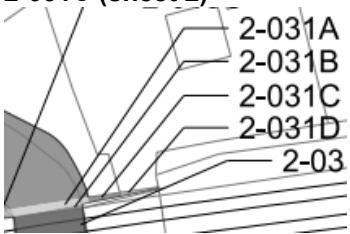
6 CONCLUSION

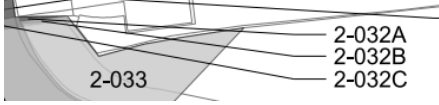
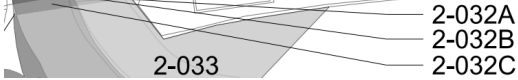
- 6.1 Whilst NGET does not object to the proposed Order in principle, it is essential that the Order includes adequate protections to ensure that NGET is able to continue to discharge its statutory and licence obligations without impediment.
- 6.2 As the holder of an electricity transmission licence under the Electricity Act 1989, NGET is under a legal duty to develop and maintain an efficient, co-ordinated and economical system of electricity transmission.
- 6.3 That duty necessarily requires the protection of its operational apparatus, land interests and rights of access.
- 6.4 NGET's concerns therefore relate not to the principle of the proposed development, but to the need for the Order to preserve the integrity and operability of its existing infrastructure, including uninterrupted access to Stalybridge Substation, protection for retained apparatus, confirmation that existing infrastructure will not be removed or interfered with, and the inclusion of robust protective provisions in the event that any relocation is proposed. NGET also requires appropriate involvement in any highways or traffic management arrangements affecting Printworks Road, given the importance of that route to access and operation.
- 6.5 In the absence of satisfactory agreement on these matters, NGET's ability to fulfil its statutory functions could be prejudiced.
- 6.6 It is for that reason that NGET maintains its objection to the Order unless and until appropriate protections are secured (as set out in Appendix 2) and reserves the right to make further submissions to the Inquiry.

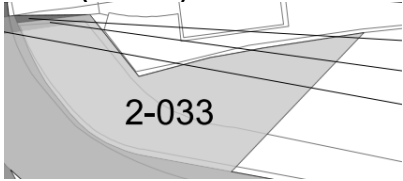
National Grid land interests included within The Network Rail (Stalybridge to Diggle (Saddleworth) Enhancements) Order

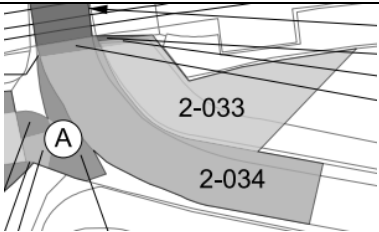
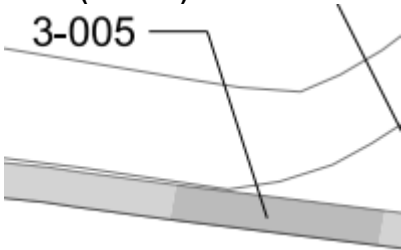
Appendix 1

<p>2-027 (sheet 2)</p> 	<p>322.59 Square metres Grass verge, stone wall, vegetation To the south of Printworks Road, Stalybridge</p>	<p>National Grid Electricity Transmission PLC</p>	<p>National Grid plc (in respect of rights contained within a Conveyance dated 10 January 1961)</p> <p>Unknown (in respect of rights contained within a Transfer dated 26 September 2000)</p> <p>Network Rail (in respect of rights contained within a Transfer dated 8 October 2020)</p> <p>Land Recovery North West Ltd (in respect of rights contained within a Conveyance dated 17 April 1996)</p>	<p>Temporary possession (articles 8 and 31)</p> <p>Temporary possession for "working site and access for construction"</p>
<p>2-029 (sheet 2)</p> 	<p>3.02 Square metres Private driveway To the north of Printworks Road, Stalybridge</p>	<p>National Grid Electricity Transmission PLC</p>	<p>National Grid plc (in respect of rights contained within a Conveyance dated 10 January 1961)</p> <p>Land Recovery North West Ltd (in respect of rights contained within a Conveyance dated 17 April 1996)</p> <p>Unknown (in respect of rights contained within a Transfer dated 26 September 2000)</p>	<p>Temporary possession (articles 8 and 31)</p> <p>Access for construction, Railway infrastructure works and utility diversions</p>

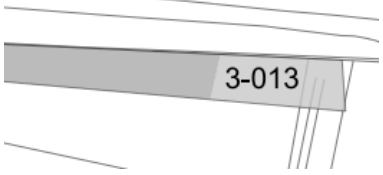
	road Heyrod Stalybridge SK15 3BD		within a Conveyance dated 17 April 1996) Unknown (in respect of rights contained within a Transfer dated 26 September 2000) Network Rail (in respect of rights contained within a Transfer dated 8 October 2020)	
<p>2-031C (sheet 2)</p> 	1.66 Square metres Part of stone wall, part of fence, shrubs, drain at Land at Stalybridge sub- Station Printworks road Heyrod Stalybridge SK15 3BD	National Grid Electricity Transmission PLC	<p>National Grid plc (in respect of rights granted by a Conveyance dated 10 January 1961)</p> <p>Land Recovery North West Ltd (in respect of rights granted by a Conveyance dated 17 April 1996)</p> <p>Unknown (in respect of rights granted by a Transfer dated 26 September 2000) (in respect of restrictive covenants and rentcharges)</p> <p>Network Rail Infrastructure Limited (in respect of rights granted by a Transfer dated 8 October 2020)</p>	Acquisition of land for certain works (articles 8 and 24) - Provision of railway infrastructure and railway electrification works

<p>2-032B (sheet 2)</p> 	<p>5.58 Square metres Grass bank, shrubs at Land at Stalybridge sub-Station Printworks road Heyrod Stalybridge SK15 3BD</p>	<p>National Grid Electricity Transmission PLC</p>	<p>National Grid plc (in respect of rights contained within a Conveyance dated 10 January 1961)</p> <p>Land Recovery North West Ltd (in respect of rights contained within a Conveyance dated 17 April 1996)</p> <p>Unknown (in respect of rights contained within a Transfer dated 26 September 2000)</p> <p>Network Rail (in respect of rights contained within a Transfer dated 8 October 2020)</p>	<p>Acquisition of land for certain works (articles 8 and 24) - Provision of railway infrastructure and railway electrification works</p>
<p>2-032C (sheet 2)</p> 	<p>13.06 Square metres Public Highway (Printworks Road) next to railway bridge (Printworks Road MVL3/5) at Land at Stalybridge sub-Station Printworks Road Heyrod Stalybridge SK15 3BD</p>	<p>National Grid Electricity Transmission PLC</p> <p>Tameside Metropolitan Borough Council in respect of adopted highway)</p>	<p>National Grid plc (in respect of rights contained within a Conveyance dated 10 January 1961)</p> <p>Land Recovery North West Ltd (in respect of rights contained within a Conveyance dated 17 April 1996)</p> <p>Unknown (in respect of rights contained</p>	<p>"imposition of restrictive covenants in airspace over land only – protection and maintenance of railway electrical equipment"</p> <p>Temporary possession (articles 8 and 31)</p> <p>Working site and access for construction</p>

			within a Transfer dated 26 September 2000) Network Rail (in respect of rights contained within a Transfer dated 8 October 2020)	
<p>2-033 (sheet 2)</p> 	<p>259.39 Square metres Grass verge, woodland, railway maintenance access steps On the northwest of Printworks Road, Stalybridge</p>	<p>National Grid Electricity Transmission PLC</p>	<p>National Grid plc (in respect of rights granted by a Conveyance dated 10 January 1961)</p> <p>Land Recovery North West Ltd (in respect of rights granted by a Conveyance dated 17 April 1996)</p> <p>Unknown (in respect of rights granted by a Transfer dated 26 September 2000) (in respect of restrictive covenants and rentcharges)</p> <p>Network Rail Infrastructure Limited (in respect of rights granted by a Transfer dated 8 October 2020)</p>	<p>NO DETAIL PROVIDED IN DRAFT TWAO</p>
<p>2-034 (sheet 2)</p>	<p>325.61 Square meters Public Road (Printworks Road), public footpath On Printworks Road,</p>	<p>National Grid Electricity Transmission PLC</p> <p>Tameside Metropolitan</p>	<p>National Grid plc (in respect of rights granted by a Conveyance dated 10 January 1961)</p>	<p>Temporary possession (articles 8 and 31)</p> <p>Working site and access for construction</p>

	Stalybridge	Borough Council (in respect of adopted highway)	<p>Land Recovery North West Ltd (in respect of rights granted by a Conveyance dated 17 April 1996)</p> <p>Unknown (in respect of rights granted by a Transfer dated 26 September 2000) (in respect of restrictive covenants and rentcharges)</p> <p>Network Rail Infrastructure Limited (in respect of rights granted by a Transfer dated 8 October 2020)</p>	
<p>3-005 (sheet 3)</p> <p>3-005</p> 	53.95 Square meters Grassland, hedgerow and trees along railway to the southeast of Wakefield Road (A635), Stalybridge	National Grid Electricity Transmission PLC		<p>Temporary possession (articles 8 and 31)</p> <p>Working site and access for construction Railway fencing works</p>
<p>3-011 (sheet 3)</p> 	1,670.65 Square meters Hardstanding and electrical substation (Printworks Rd, Heyrod, Stalybridge SK15 3AZ)	National Grid Electricity Transmission PLC	<p>National Grid plc (in respect of rights contained within a Conveyance dated 10 January 1961)</p> <p>Land Recovery North West Ltd (in respect of rights contained</p>	<p>Temporary possession (articles 8 and 31)</p> <p>Working site and access for construction Railway drainage works</p>

			<p>within a Conveyance dated 17 April 1996)</p> <p>Unknown (in respect of rights contained within a Transfer dated 26 September 2000)</p> <p>Network Rail (in respect of rights contained within a Transfer dated 8 October 2020) (in respect of rights contained within a Conveyance dated 10 January 1961)</p> <p>Land Recovery North West Ltd (in respect of rights contained within a Conveyance dated 17 April 1996)</p> <p>Unknown (in respect of rights contained within a Transfer dated 26 September 2000)</p> <p>Network Rail (in respect of rights contained within a Transfer dated 8 October 2020)</p>	
3-013 (Sheet 3)	88.27 Square meters Woodland to the north of the	Network Infrastructure Limited	Rail	<p>National Grid Electricity Transmission Plc (in</p> <p>Temporary possession (articles 8 and 31)</p>

	<p>electrical substation (Printworks Rd, Heyrod, Stalybridge SK15 3AZ)</p>	<p>Unknown (in respect of mines and minerals)</p>	<p>respect of rights reserved by a Transfer dated 8 October 2020)</p> <p>Unknown (in respect of covenants contained within a Conveyance dated 10 January 1961)</p> <p>Network Rail Infrastructure Limited (in respect of restrictive covenants contained within a Transfer dated 8 October 2020)</p>	<p>Working site and access for construction Railway drainage works</p>
<p>3-014 (sheet 3)</p> 	<p>70.89 Square meters Woodland to the north of the electrical substation (Printworks Rd, Heyrod, Stalybridge SK15 3AZ)</p>	<p>Network Rail Infrastructure Limited</p>	<p>National Grid Electricity Transmission Plc (in respect of rights reserved by a Transfer dated 8 October 2020)</p> <p>Unknown (in respect of covenants contained within a Conveyance dated 10 January 1961)</p> <p>Network Rail Infrastructure Limited (in respect of restrictive covenants contained within a Transfer dated 8</p>	<p>Temporary possession (articles 8 and 31)</p> <p>Working site and access for construction And culvert works</p>

			October 2020)	
3-016 (sheet 3) 	719.13 Square meters Woodland and electricity pylon to the north of the electrical substation (Printworks Rd, Heyrod, Stalybridge SK15 3AZ)	National Grid Electricity Transmission PLC	National Grid plc (in respect of rights contained within a Conveyance dated 10 January 1961) Land Recovery North West Ltd (in respect of rights contained within a Conveyance dated 17 April 1996) Unknown (in respect of rights contained within a Transfer dated 26 September 2000) Network Rail (in respect of rights contained within a Transfer dated 8 October 2020)	Temporary possession (articles 8 and 31) Working site and access for construction And culvert works

Appendix 2

Additional protections required

On Street Apparatus - additional provision

1. Except for paragraphs [] (apparatus of National Grid in streets subject to temporary stopping up), [] (retained apparatus: protection of National Grid as electricity undertaker), [] (expenses) and [] (indemnity) of this Schedule, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Apparatus of National Grid in streets subject to temporary stopping up - additional provision

2.—(1) Without prejudice to the generality of any other protection afforded to National Grid elsewhere in the Order, where any street is stopped up under article [] (temporary restriction of use of streets), if National Grid has any apparatus in the street or accessed via that street National Grid is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to National Grid, or will procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Grid to require the removal of that apparatus under paragraph [] or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph [].

(2) Notwithstanding a temporary restriction under article [] (temporary restriction of use of streets), National Grid is at liberty at all times to take all necessary access across any such street or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion is in that street.

Removal of apparatus – extension to protections proposed

3.—(1) If, in the exercise of the powers conferred by the Order the undertaker acquires any interest in or possesses temporarily any Order land in which any apparatus is placed, that apparatus must not be removed under this Part and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5) (including for the avoidance of doubt National Grid having first been afforded the necessary rights and facilities referred to in those sub-paragraphs).

(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to seek to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to do so.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.