

THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010

SPRINGWELL SOLAR FARM DEVELOPMENT CONSENT ORDER

PINS REFERENCE EN010149

**WRITTEN REPRESENTATION ON BEHALF OF
CADENT GAS LIMITED**

1 INTRODUCTION

- 1.1 Cadent Gas Limited ("**Cadent**") is a licensed gas transporter under the Gas Act 1986, with statutory responsibility to operate and maintain the gas distribution networks in North London, Central and North West England. Cadent's primary duties are to operate, maintain and develop its networks in an economic, efficient and coordinated way.
- 1.2 Cadent has made a relevant representation [RR-048] in order to protect apparatus owned by Cadent. Cadent does not object in principle to the development proposed by the Applicant.
- 1.3 Cadent is the holder of a licence under Section 7 of the Gas Act 1986 and operates four gas distribution networks in North London, Central England (West and East) and the North West. Cadent is required to comply with the terms of its Licence in the delivery of its statutory responsibilities. It is regulated by the Network Code which contains relevant conditions as to safe transmission of gas and compliance with industry standards on transmission, connection and safe working in the vicinity of its Apparatus, to which see paragraph 2.
- 1.4 Cadent has low, medium, intermediate and high pressure gas pipelines and associated apparatus located within the order limits which are affected by works. Cadent's rights to retain its apparatus in situ and rights of access to inspect, maintain, renew and repair such apparatus located within or in close proximity to the order limits need to be maintained at all times and access to inspect such apparatus must not be restricted.
- 1.5 Cadent has identified that it will require adequate protective provisions to be included within the DCO to ensure that its apparatus and land interests are adequately protected and to include compliance with relevant safety standards.
- 1.6 Cadent wish to ensure appropriate land rights are available for any diversion of their assets sitting outside the adopted highway boundary and will require consent to be granted where there are proposals to work within the easement strip of any existing Cadent's Apparatus.

2 REGULATORY PROTECTION FRAMEWORK

- 2.1 Cadent require all Applicants carrying out development in the vicinity of their Apparatus to comply with:
 - (a) CD/SP/SSW/22 Cadent's policies for safe working in the vicinity of Cadent's Assets;
 - (b) ICE (institution of Gas Engineers) recommendations IGE/SR/18 Edition 2 Safe Working Practices to Ensure the Integrity of Gas Pipelines and Associated Installations, and
 - (c) the HSE's guidance document HS(G)47 Avoiding Danger from Underground Services.
- 2.2 The industry standards referred to above have the specific intention of protecting:
 - (a) the integrity of the pipelines and thus the distribution of gas;
 - (b) the safety of the area surrounding gas pipelines;
 - (c) the safety of personnel involved in working with gas pipelines.
- 2.3 Cadent requires specific protective provisions in place for an appropriate level of control and assurance that the industry regulatory standards will be complied with in connection with works in the vicinity of Cadent's Apparatus.

3 PROTECTIVE PROVISIONS

- 3.1 Cadent seeks to protect its statutory undertaking, and insists that in respect of works in close proximity to its Apparatus as part of the authorised development the following procedures are complied with by the Applicant:
- (a) Cadent has had the opportunity to review and consent to the plans, methodology and specification for works within 15 metres of any Apparatus, works which will adversely affect their Apparatus or otherwise breach distances/guidance set out in paragraph 2 above.
 - (b) DCO works in the vicinity of Cadent's apparatus are not authorised or commenced unless protective provisions are in place preventing compulsory acquisition of Cadent's land or rights or overriding or interference with the same.
 - (c) DCO works in the vicinity of Cadent's apparatus are not commenced unless there is third party liability insurance effected and maintained for the construction period of the relevant authorised works and that the person or body undertaking the works (acknowledging the ability to transfer the benefit of the DCO) has the appropriate net worth to enable it to meet any liability arising from damage to Cadent's apparatus (acknowledging the potential significant consequences of damaging a gas pipeline) or there is appropriate security in place through a bond or guarantee.
- 3.2 Cadent maintain that without an agreement or qualification on the exercise of unfettered compulsory powers or works in the vicinity of 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.
 - (b) Any damage to Apparatus has potentially serious hazardous consequences for individuals/property located in the vicinity of the pipeline/apparatus if it were to fail.
 - (c) Potentially significant consequences arising from lack of continuity of supply;
- 3.3 Insufficient property rights have the following safety implications:
- (a) Inability for qualified personnel to access apparatus for its maintenance, repair and inspection.
 - (b) Risk of strike to pipeline if development occurs within the easement zone in respect of which an easement/restrictive covenant is required to protect the pipeline from development.
 - (c) Risk of inappropriate development within the vicinity of the pipeline increasing the risk of the above.
- 3.4 The dDCO [APP-012] does not contains specific protective provisions for the protection of Cadent. For the purposes of the Planning Act 2008 and section 127, Cadent is a statutory undertaker and the land included within the order limits is statutory undertakers' land. Cadent require its own protective provisions in a form which is consistent with its template protective provisions to ensure that there is no serious detriment to the carrying on of Cadent's undertaking.

4 STATUS OF NEGOTIATIONS

- 4.1 Cadent has supplied its standard form of protective provisions and has been in discussion with the Applicant regarding the form of the protective provisions to be included in the dDCO. Cadent would hope to be able to reach agreement but there are a several matters that remain to be agreed and which need to be addressed through a side agreement, if the requirements are not to appear on the face of the DCO.
- 4.2 Provision needs to be included within the dDCO or in a side agreement that the works in the vicinity of Cadent's apparatus are not commenced unless: (1) there is third party liability insurance effected and maintained for the construction period of the relevant works; and (2) the person or body undertaking the works (acknowledging the ability to transfer the benefit of the DCO) has the appropriate net worth at the time of commencing works to enable it to meet any liability arising from damage to Cadent's apparatus or that there is appropriate security in place through a bond or guarantee.
- 4.3 Insurance and appropriate security are required given the nature of the apparatus in the vicinity of the development and the current financial standing of the Applicant. As recorded in the Funding Statement which accompanies the application [APP-008], the Applicant is a special purpose vehicle. The necessary financial and funding support comes from the Applicant's shareholders (EDF Renewables UK and Luminous Energy).
- 4.4 The security provisions are required to support the indemnity which needs to be provided to Cadent and to address a situation where the conditions of insurance are not met. In particular, the security measures contained in the Cadent Protective Provisions are required in order to provide certainty that the indemnity afforded to Cadent can be relied upon in the event that damage is caused to the Apparatus and the gas distribution network.
- 4.5 Cadent also require any indemnity to be uncapped, which is the standard position across all other DCOs affecting Cadent. Cadent derives no benefit from the Project and needs to ensure that it is not be exposed to any costs or losses as a result of the Project. Money spent and costs incurred by Cadent is ultimately passed on to consumers in their energy bills. This is not appropriate in respect of losses caused by a third party and Cadent requires, therefore, the comfort that works near its apparatus are the subject of protective provisions which include an uncapped indemnity and appropriate insurance and security.
- 4.6 Cadent will keep the ExA updated on negotiations and the form of protective provisions required.