MERIDIAN SOLAR FARM ORDER

RESPONSE TO EXAMINING AUTHORITY'S FIRST ROUND OF WRITTEN QUESTIONS

DEADLINE 3 (27 OCTOBER 2026)

CADENT GAS LIMITED

1. INTRODUCTION

1.1 This document comprises a response on behalf of Cadent Gas Limited (**Cadent**) to Q6.1.1, Q7.1.16 and Q7.7.1 of the Examining Authority's first round of written questions (**ExQ1**). This submission should be read alongside Cadent's relevant representation (RR-018) (the **Relevant Representation**) and Cadent's written representations (REP1-111) (the **Written Representation**).

Table 1

EXQ1	Question to	Question	Response
Q6.1.1	Statutory Undertakers	**Planning Act 2008** Please set out your position with regards to the tests under s127 and s138 of the Planning Act 2008 (PA2008) as applicable to your respective interests.	Cadent Gas Limited ("Cadent") is a statutory undertaker for the purposes of the Planning Act 2008 and is a licensed gas transporter under the Gas Act 1986, with a 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. At this stage, Cadent is not satisfied that the tests under section 138 of the Planning Act 2008 can be met in relation to the carrying on of Cadent's undertaking unless its protective provisions are included in the DCO.

EXQ1	Question to	Question	Response
			Cadent provided its protective provisions as an Appendix to its Relevant Representation and its Written Representation. Cadent has experience of promoters securing insufficient rights in land within DCOs for necessary diversions of its apparatus or securing rights for the benefit of incorrect entities. It is important that sufficient rights are granted to Cadent to allow Cadent to maintain its gas distribution network in accordance with its statutory obligations given that the draft DCO includes the power to undertake any such diversions. As a responsible statutory undertaker, Cadent's primary concern is to meet its statutory obligations and ensure that any development does not impact in any adverse way upon those statutory obligations. Given the Project interacts with Cadent's apparatus, Cadent would expect the draft DCO to include protective provisions for Cadent's benefit. At this stage, no such protective provisions have been included and no justification has been provided by the Applicant for this omission (including in the updated Explanatory Memorandum (REP1-009)). The draft DCO submitted to the Planning Inspectorate on 8 April 2026 (APP-028) was submitted before there had been any engagement with Cadent on protective provisions. Cadent issued its required protective provisions to the Applicant on 20 January 2026. However, Cadent did not receive a response to this draft from the Applicant until 30 July 2026. As such, Cadent has only recently been able to make some positive progress with the Applicant but has not yet reached satisfactory agreement. On this basis, Cadent considers that section 138 cannot currently be discharged although Cadent is committed to working with the Applicant to ensure that appropriate protection is provided to Cadent.

EXQ1	Question to	Question	Response
Q7.1.16	All Statutory Undertakers	**Part 5 Article 33 (Statutory undertakers)** Please confirm whether statutory undertakers are content with the drafting of article 33. Where any statutory undertaker is not content with the wording, please identify the specific provisions of concern and explain the reasons.	On the basis that the compulsory acquisition powers granted under article 33 are subject to the provisions of Schedule 13 (protective provisions), Cadent is satisfied that the inclusion of its preferred protective provisions within Schedule 13 would address any concerns it may have otherwise.
Q7.7.1	All Statutory Undertakers	**Acquisition of Statutory Undertakers' Land** Paragraph 6.3.6 of the SoR [APP-032] states that adequate protection for statutory undertakers will be included within protective provisions in the dDCO [REP1-006]. Meridian Solar Farm Limited therefore considers that statutory undertakers will not suffer serious detriment to the carrying on of the undertaking as a result of the compulsory acquisition of land or rights over land or powers of temporary possession. For those statutory undertakers who have been sent the draft protective provisions but have not confirmed agreement, please explain why these protective provisions are not considered to provide adequate protection and why Meridian Solar Farm Limited considers that the land and rights can be acquired without serious detriment to the carrying on of the undertaking.	The current draft Development Consent Order does not contain protective provisions for Cadent's benefit. Cadent issued its required protective provisions to the Applicant on 20 January 2026. However, Cadent did not receive a response to this draft from the Applicant until 30 July 2026. As such, Cadent has only recently been able to make some positive progress with the Applicant but has not yet reached satisfactory agreement. Cadent is committed to working with the Applicant to ensure that adequate protection is provided to Cadent. Cadent's land interests and apparatus cannot be acquired without serious detriment to Cadent's undertaking being caused. On the assumption that the protective provisions include Cadent's required wording to control the compulsory acquisition of land contained at paragraph 6(1) of the Cadent protective provisions (which is consistent with paragraph 68 of Part 7 of Schedule 13 to the draft DCO in respect of National Grid) then in respect of the matter of land and rights this would provide appropriate control on the compulsory acquisition of land. Cadent understands that this principle is agreed with the Applicant and will be reflected in the protective provisions that are included for Cadent's benefit in due course.

EXQ1	Question to	Question	Response
			However, the remainder of the protective provisions are required to be agreed and secured in order to ensure that the works can be undertaken in a manner which does not cause serious detriment to Cadent's undertaking, and unless and until these protective provisions are secured in the draft DCO by the Applicant, Cadent cannot confirm that the serious detriment test is addressed.

CMS CAMERON MCKENNA NABARRO OLSWANG LLP

27 OCTOBER 2026