

Examining Authority's Second Written Questions – NGET response to ExQ2 2.4

ExQ2	Question to:	Question	NGET response
2.4(a)	<p>National Grid Electricity Transmission PLC</p> <p>National Grid Electricity Distribution (East Midlands) PLC</p> <p>Cadent Gas Limited</p>	<p><u>Statutory Undertakers' rights and Protective Provisions</u></p> <p>a) Please could the Statutory Undertakers each provide an update on discussions with the Applicant regarding the agreement of the Protective Provisions in Schedule 10 of the dDCO [REP3-008], set out any remaining concerns, and suggest how their issues might be resolved?</p>	<p>NGET is continuing to work with the Applicant to agree a set of protective provisions. It is NGET's understanding that there is currently only one outstanding point in the protective provisions and that relates to the definition of "acceptable insurance". NGET anticipates that this point may well be agreed by the Applicant but awaits a response.</p> <p>NGET's standard definition of "acceptable insurance" is required which provides insurance for a figure of not less than £50 million. The insurance is to be maintained during the construction period of the authorised works and after the construction period of the authorised works in respect of any use and maintenance of the authorised development by the Applicant which constitutes specified works, such insurance to be arranged with an "acceptable credit provider".</p> <p>NGET has established that the insurance value of £50 million is, as a minimum, necessary to protect its apparatus from damage or injury caused by the authorised works.</p>
2.4(b)	<p>National Grid Electricity Transmission PLC</p> <p>National Grid Electricity Distribution (East Midlands) PLC</p> <p>Cadent Gas Limited</p>	<p>b) Please could National Grid Distribution (East Midlands) plc also provide an update on discussions with the Applicant regarding the agreement of an asset protection agreement, set out any remaining concerns, and suggest how their issues might be resolved?</p>	<p>Not applicable as question directed to National Grid Distribution (East Midlands) plc.</p>

2.4(c)	<p>National Grid Electricity Transmission PLC</p> <p>National Grid Electricity Distribution (East Midlands) PLC</p> <p>Cadent Gas Limited</p>	<p>c) Does each Statutory Undertaker maintain objections to the land rights powers sought by the Applicant? What might be done to address any objections?</p>	<p>Yes, NGET maintains its objection unless and until NGET can agree its standard form protective provisions with the Applicant and these protective provisions are included in the draft Development Consent Order.</p> <p>These protective provisions are required by NGET to ensure that its interests are adequately protected and to ensure compliance with relevant safety standards.</p> <p>NGET is continuing to work with the Applicant to agree a set of protective provisions and will keep the ExA updated in this respect.</p>
2.4(d)	<p>National Grid Electricity Transmission PLC</p> <p>National Grid Electricity Distribution (East Midlands) PLC</p> <p>Cadent Gas Limited</p>	<p>d) Please could each Statutory Undertaker set out its position at Deadline 8 of the Examination?</p>	<p>Yes, NGET agrees that it will set out its position at Deadline 8 of the Examination.</p>