

THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010

GREAT YARMOUTH THIRD RIVER CROSSING

PINS REFERENCE TR010043

DEADLINE 9: 20 MARCH 2020

**COMMENTS ON BEHALF OF CADENT GAS
LIMITED IN RELATION TO THE EXAMINING
AUTHORITY'S DRAFT DEVELOPMENT
CONSENT ORDER**



1 INTRODUCTION

- 1.1 Cadent Gas Limited ("Cadent") 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.
- 1.2 This representation responds to the Examining Authority's (ExA) draft Development Consent Order and the representations of the Promoter to Cadent's representations for Deadline 7 [REP7-013]. The ExA suggests that Cadent's bespoke protective provisions are not necessary or expedient for giving full effect to the provisions of the Order. No further explanation is given and we assume that judgment has been reached based on the Applicant's Deadline 8 representation included in section 2.9 of Document NCC/GY3RC/EX/088 [REP8-002].

2 CADENT'S POSITION ON THE STANDARD PROTECTIVE PROVISIONS

- 2.1 Cadent and National Grid Gas have never accepted that the standard protective provisions included in Part 1 of Schedule 14 provide adequate safeguards. Cadent and National Grid always seek to negotiate bespoke protective provisions which usually sit in a side agreement and occasionally appear on the face of the DCO. Cadent has sought to negotiate bespoke protective provisions having regard to the specifics of the Project and Cadent will continue discussions with the Applicant.
- 2.2 We note that it has become common practice for the Secretary of State to seek further representations on negotiations with statutory undertakers and we suggest that this would be appropriate in this instance.
- 2.3 There are a number of reasons why the standard protective provisions in Part 1 of Schedule 14 do not set out appropriate constraints on the exercise of the powers in the draft DCO and we sought to set out some of these in our previous representation [REP7-013].
- 2.4 One of the reasons cited is that there is no restriction on the acquisition of Cadent's land or existing rights in the standard protective provisions. The Applicant notes that Paragraph 5 ensures that the Applicant may not acquire any apparatus otherwise than with the agreement of the statutory undertaker and access to apparatus is also

ensured. This is fine for apparatus but the Applicant is still entitled to acquire Cadent's land and extinguish rights and acquire new rights.

- 2.5 We have explained in REP7-013 that part of the land which is to be acquired forms part of Cadent's gas depot and Cadent require unimpeded access to the depot. The depot is operational land and land is wider than apparatus. Under Cadent's bespoke protective provisions Cadent need to agree the acquisition of any interest in or right over land, or any apparatus, belonging to Cadent which enables Cadent to agree the terms of that acquisition and ensures that access to operational land is unimpeded.
- 2.6 The Applicant also notes that Paragraph 8 ensures that Cadent will be provided with details and the methodology for any works that would affect any retained apparatus and affords it the opportunity to impose reasonable requirements on the carrying out of those works, and to watch and inspect the works being carried out (sub para (2)).
- 2.7 Paragraph 8 is insufficient for a number of reasons, including:
- (a) Cadent may also require the submission of a ground monitoring scheme.
 - (b) The provisions in what was paragraph 8 impose an extremely short window (28 days) for Cadent to respond with its requirements. Protective works take time to design and may take months to design not days.
 - (c) There is no restriction on the Applicant to have Cadent's approval of the plan and methodology before works are commenced.
 - (d) Cadent's standard protective provisions also include a requirement that at all times when carrying out any works authorised under the Order the undertaker must comply with Cadent's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of Cadent High pressure Gas pipelines and associated installation requirements for third parties SPGD/SP /SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services" There is no acknowledgment or requirement to comply with this document.
- 2.8 Further Cadent's standard protective provisions include a requirement for the relevant undertaker (and any contractor(s) working near Cadent's assets, to hold third party liability insurance for the period of the works, with sufficient coverage on a per-claim

and aggregate basis as is relevant to the nature of the activities and the risks to Cadent. This is a fundamental requirement for Cadent, to ensure that it is properly protected against any damage caused by the Applicant or its contractors, and in particular to provide a guaranteed credit line during the entire period of construction of the works.

- 2.9 The above is not an exhaustive list of issues and given the late stage in the Examination we ask that the Applicant be encouraged to continue negotiations with Cadent and that the Secretary of State seek further representations on those negotiations in due course.