



Powered by
Hackney

Equipment on Roofs: Hackney Light and Power Residential Solar Pilot

9.10.23

This document details the steps that Hackney Light and Power (HLP), in partnership with contractor Emergent, will undertake to ensure compliance with Hackney Council Housing Services policy and procedures in respect of granting permissions for third-party equipment on roofs.

As detailed below, Hackney Light and Power will appropriately mitigate related risks, including damage to the building, health and safety, will ensure that usual repairs and maintenance to roofs and other equipment at roof level are not hindered, and will appropriately manage visual impacts to buildings.

This commitment relates to HRA freehold assets and is separate from planning and building control rules. It relates to freeholder permission only. Separate planning and building control enquiries will be made.

The key considerations are outlined below.

Risk assessment

NB the content below is included in the Project Risk Register (Appendix 5 of the Hackney Light and Power Residential Solar PV Pilot - Cabinet Report).

While Hackney has installed solar PV on its blocks before, and must do so to meet its carbon emission savings targets, there are risks from installing solar PV that must be identified and appropriately mitigated,

The risks include damage to the building, health and safety, hindering of usual repairs and maintenance to the roofs, and problematic visual impacts.

- **Impact for Hackney (via Hackney Light and Power, GenerationCo in the business case)**

HLP will be paying for installation of the solar panels, and owning the panels.

HLP will contract the installation of the panels to Emergent, as the principal contractor, and will need to ensure appropriate risk mitigations are applied by establishing appropriate contractual terms.

Emergent or other contractors will undertake ongoing maintenance of the panels. Again, HLP will ensure that any works are undertaken through a contract that establishes appropriate risk mitigations.

Ultimately any costs related to these mitigations, be that at the installation stage or through ongoing maintenance, will fall with HLP. Any periods where the solar is not generating due to roof maintenance being required will result in a loss of income to HLP.

- **Impact for Emergent (SupplyCo in the business case)**

Emergent will act as the principal contractor for the installations of the solar panels, whereby the actual installation works will be subcontracted. Similarly Emergent will have a level of responsibility (and vested interest in) ongoing operation of the panels.

Emergent will need to undertake the works in line with any contractual requirements specified by HLP.

Any periods where the solar is not generating due to required roof maintenance will result in residents not being able to receive energy bill savings. The underlying operational economics of the local solar electricity supplier will not be affected.

- **Mitigation of risks**

HLP, and Hackney Council more generally, can initially ensure that any buildings taken forward for the project are suitable from the perspective of issues and risks that could result from a solar panel installation. Buildings that are not suitable can be excluded from the project.

Buildings to be excluded could include, for example, buildings where the roofs form part of a fire escape route for use by residents; or where appropriate structural assessments have not been carried out. Also, buildings could be excluded if clear consideration has not been given to access requirements at the point of installation, and for ongoing maintenance.

For buildings that are taken forward, appropriate contractual provisions can be established to mitigate any potential risks related to the solar panel installations.

This could include, for example:

- Ensuring that fixings used for solar panels are appropriate for the roof covering and do not undermine any existing warranties.
- Ensuring that installations bond to existing lightning protection, where required.
- Ensuring robust and comprehensive risk management processes (e.g. RAMS statements) are in place for installation and maintenance.

Further details on potential grounds for excluding buildings from solar installations and contractual provisions for mitigating risks related to undertaken installations are provided below.

Detailed description of applicable risk mitigations

Permitted Buildings

- Installations will not form part of a fire escape route for use by residents.
- Installations will not be undertaken on roofs (or areas of roofs) that are used for vegetation ('Green roofs')

Access (operatives and equipment)

- Roofs will have adequate emergency escape for operatives in case of fire and for access by the emergency services.
- Access routes will be kept clear for other operatives e.g. to a water tank or lift tower. This will anticipate access for operatives, and replacement equipment.
- If handrails are not currently present on buildings, during installation temporary safety railings will be installed. On buildings where existing brickwork parapets are assessed to be high enough to provide safe means of access, temporary railings may not be installed.
- Where third-party equipment is not on the roof (e.g. inverters, batteries), they will be in an area or protective casing which is secure from residents and can be safely accessed by operatives.

Technical Details

- Installations will not compromise the terms of any roof guarantees.
- Structural assessments will be carried out to ensure the roof can bear the load. This will include wind loading.
- Where required, new installations will bond to existing lightning protection (at project cost).

Ongoing Maintenance and Repair

- The installation will be movable at the request of the freeholder for repair works or replacement of the roof coverings. This will be HLP's responsibility as the asset owner.
- The installation will not impede access to carry out planned maintenance and testing works e.g. gutters, outlets, lightning protection, tank rooms, ventilation systems, TV aerials etc
- The installation will not affect the operation of existing systems and will be an appropriate distance from flues and ventilation extracts.

Visual Impact

- Installations will not take place on listed buildings or on buildings in conservation areas.
- Where reasonably practicable steps will be made to limit the visibility of installations from the street.
- Considerations will be taken into account where a resident has concerns about the visual impact.

Future Plans

- Regard will be had for future plans for the roof space in considering applications, including additional services, capital works programmes and regeneration programmes.

Management Requirements

Hackney Light and Power & Emergent will follow the above general terms for installation works and ongoing access and management and will submit the following prior to installing equipment:

- Details of insurance and warranties including responsibility for damage to third-party equipment or door entry/lift.
- Likely hours and frequency of access.
- Risk Assessment and Method Statement (RAMS) for installation and access.
- A schedule of installed equipment.
- Contact details (especially in case of emergency) - to also be displayed on the equipment.
- Design details demonstrating compliance with general requirements.
- Evidence of appropriate planning approval.

Risk Management

- Hackney Light and Power will pay for additional/revised risk assessments and any works necessary to mitigate new risks associated with the pilot project.
- Risk assessments will cover additional fire safety risks, additional general risks e.g. equipment falling off the roof (for weighted equipment), and the risk of additional resident access to the roof.