

**Dated**

**27 August 2025**

**APPLICATION BY RWE RENEWABLES UK SOLAR AND STORAGE LIMITED FOR AN ORDER  
GRANTING DEVELOPMENT CONSENT FOR THE PEARTREE HILL SOLAR FARM ORDER 202[ ]**

**PLANNING INSPECTORATE REFERENCE NUMBER: EN010157**

**REGISTRATION IDENTIFICATION NUMBER: F8304D287**

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**SUMMARY OF WRITTEN REPRESENTATION**  
**submitted on behalf of National Gas Transmission plc**

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## Summary of Written Representation

- 1 NGT has assets that form an essential part of the gas transmission network in England, Wales and Scotland either within, or in close proximity, to the Peartree Hill Solar Farm.
- 2 These include the following transmission pipeline: Feeder 29 – Ganstead to Asselby (**NGT Assets**). Discussion regarding site-specific interactions and impacts are ongoing between NGT and the Promoter and NGT reserves the right to raise further issues as these discussions progress.
- 3 NGT requires specific protective provisions to be put in place to provide for an appropriate level of control and protection for all retained assets (including the NGT Assets) and assurance that industry standards will be complied with in connection with works to and in the vicinity of the same.
- 4 In addition, NGT asserts that maintaining appropriate property rights to support its assets and protecting these from compulsory acquisition and related powers in the Draft Order is a fundamental safety issue.
- 5 In light of the above, NGT require protective provisions to be included within the Draft Order to ensure that its existing assets and interests are adequately protected, as well as to ensure compliance with relevant safety standards (**NGT's Protective Provisions**). While the Draft Order does contain generalised protective provisions for the protection of electricity, gas, water and sewerage undertakers (**General Protective Provisions**), NGT does not consider that these are sufficiently precise as to protect NGT's interests and have identified a number of shortcomings:
  - a) Approval Process: The General Protective Provisions do not provide a detailed process for the approval of works that affect NGT apparatus and the setting out of requirements to enable development to take place.
  - b) Indemnities, expenses and costs: The General Protective Provisions do not provide an indemnity for the benefit of gas undertakers, instead it provides for the making of reasonable compensation. This is not sufficient or appropriate for NGT. In addition, the General Protective Provisions do not provide for the provision of insurance or security prior to the commencement of the development. NGT (along with many statutory undertakers) require that both are put in place to ensure that NGT is not unduly financially burdened as a result of a development.
  - c) Physical access: The General Protective Provisions ensure that where works are near or affecting apparatus, access arrangements are provided for, but no more than that.
- 6 Finally, it is important when operating a large network that the legal environment in which operatives are asked to work is largely the same. It is for this reason that NGT seeks to achieve through the inclusion of NGT's Protective Provisions: (1) consistency of terms; and (2) consistency of process.
- 7 NGT's solicitors (Addleshaw Goddard LLP) have been engaging with the Promoter's solicitors and discussions are ongoing to be able to agree a set of protective provisions to be included in the draft Order.
- 8 Until satisfactory agreement has been reached with the Promoter, NGT must continue to reserve its right to make further submissions to the Examination at a later date, including appearance at any hearings in due course.

**Addleshaw Goddard LLP**

**For and on behalf of National Gas Transmission plc**

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