

**THE EAST YORKSHIRE SOLAR FARM DEVELOPMENT CONSENT ORDER (THE  
ORDER)  
DEADLINE 7 – 5 NOVEMBER 2024  
NATIONAL GAS TRANSMISSION PLC (NGT)  
NGT RESPONSE TO EXQ3 ISSUED ON 15 OCTOBER 2024**

1. We write on behalf of National Gas Transmission plc (**NGT**) in response to the Examining Authority's (**ExA**) third written questions and requests for information (**ExQ3**), specifically Question 3.1.1 issued on 15 October 2024, which requested an update on the ongoing discussions regarding NGT's Protective Provisions (**PPs**) and clarification of the nature of the outstanding drafting points, as well as an explanation of why they would not affect the protection of NGT's interests. This submission outlines the unresolved issues in the Applicant's proposed PPs and responds to the Applicant's Closing Submissions [REP6-023].
2. While substantial agreement has been reached, two critical points remain unresolved. NGT considers these points essential to ensure adequate protection of its apparatus within or in proximity to the Order Limits, allowing it to meet its statutory obligations effectively.
3. The outstanding issues between NGT and the Applicant concern (1) the proposed insertion of the term "intrusive" in the definition of "commence" and (2) the timing and scope of the insurance and security provisions. NGT's position on these points, and the necessity of these protections, is set out below.

**Intrusive Surveys**

4. NGT's concern lies with the Applicant's proposal to insert "intrusive" before monitoring into the definition of "commence," effectively excluding "non-intrusive" activities from triggering protective provisions at the commencement stage. This wording creates ambiguity, as the term "intrusive" is undefined and a definition has not been agreed upon between the parties. Without a clear definition, the scope of protections applied to works near NGT's apparatus becomes uncertain, thereby reducing the safeguards that are in place to protect that infrastructure and are to the benefit of people carrying out a project.
5. NGT's position is that any activity near its assets, whether deemed "intrusive" or otherwise, should fall within the definition of "commence" to ensure consistent protection for its infrastructure and the safety of those carrying out development projects which could impact on that infrastructure. Exempting non-intrusive activities without a proper understanding of what those activities are leads to uncertainty and scope for albeit innocent misunderstandings or interpretations to develop.
6. NGT therefore requires protections to be triggered from the start of any monitoring near its assets, regardless of whether the Applicant considers the monitoring as "intrusive" or not. This ensures that NGT's assets remain safeguarded against unforeseen impacts throughout all project stages and aligns with NGT's statutory duty to maintain safe, continuous operations of national infrastructure.

### **Scope of Insurance and Security Provisions**

7. The second unresolved issue concerns the Applicant's addition of the wording "referred to in sub-paragraph (7)" at paragraph 127(7) in relation to insurance and security provisions. NGT disagrees with this wording, on the basis that it would restrict the insurance and security requirements to only those "authorised works" which take place within 15 metres of NGT's apparatus, land owned by NGT, or land over which NGT has an easement or wayleave.
8. Paragraph 127 ensures that NGT's apparatus is fully protected by insurance and security coverage throughout all "authorised works" under the Order. The term "authorised works," as defined, includes all development activities permitted by the Order. This broad application ensures that protections are in place for any authorised activity that might impact NGT's apparatus, whether or not it occurs within 15 metres of NGT's assets.
9. NGT's position is that insurance and security requirements must apply from the start of construction activities and should apply to all "authorised works" as defined in the Order, not just those within the specific 15 metre limit in sub-paragraph (7). Limiting coverage to a defined radius may on a case by case basis be appropriate for a linear cable or pipeline scheme but this Order will authorise a solar development project on a single site, meaning that construction activities will be concentrated within a defined area and the Applicant has not provided sufficient reassurance or explanation on this point to allay NGT's concerns.
10. The Applicant's proposed amendments to NGT's PPs are understandable from the perspective of a private entity set up to construct a solar farm but fail to understand the health and safety implications as well as regulatory obligations of operating and maintaining the gas network. As such, NGT requests that the PP's appended to this submission are recommended for inclusion in the Order (Enclosure 1).

### **NGT Policies for Safe Working**

11. The Applicant and NGT have agreed to correct an anomaly in paragraph 125(11) of the draft PPs, where "National Gas" is referred to instead of "the undertaker." Both parties have confirmed that this provision should read "the undertaker must comply with National Gas's policies for safe working in proximity to gas apparatus."
12. For confirmation, the NGT policy that is referred to in the PPs is incorrectly named at paragraph 125(11). This should not be a point of controversy between the parties, and is merely a typo which has been pointed out to the Applicant. The actual name of the document is "National Gas's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties" T/SP/SSW/22". This document predates the current National Gas Transmission plc entity, but it is still the relevant policy.

**CMS Cameron McKenna Nabarro Olswang LLP**  
**5 November 2024**