

PLANNING ACT 2008

**THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)
RULES 2010**

**APPLICATION BY STEEPLE SOLAR FARM LIMITED FOR A
DEVELOPMENT CONSENT ORDER**

**RESPONSE TO EXAMINING AUTHORITY'S WRITTEN QUESTIONS
ON BEHALF OF**

nationalgrid

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

Introduction

1. This document sets out NGET's answers to the Examining Authority's First Written Questions. It should be read in conjunction with NGET's Relevant Representation and submissions at Issue Specific Hearing 1.

NGET

2. NGET owns, operates and maintains the high-voltage electricity transmission network in England and Wales ("**NETS**"). The transmission system transports large amounts of energy across the country, connecting energy generators such as wind farms, nuclear or combined cycle gas turbine facilities with distribution systems which take energy on to the homes and businesses across England and Wales.
3. NGET operates under a transmission licence issued by the Office of Gas and Electricity Markets ("**Ofgem**"). NGET is subject to regulation by Ofgem and its duties under the Electricity Act 1989.

NESO

4. National Energy System Operator Ltd ("**NESO**") is the company that has been designated by the Secretary of State as the Independent System Operator and Planner pursuant to section 162 of the Energy Act 2023. It is wholly owned by the Secretary of State. NESO manages the connection application and offer process in the UK between parties wishing to connect to the NETS (such as the Applicant) and the relevant Transmission Owner (such as NGET). These obligations are imposed on NESO by way of its transmission licence, Ofgem, the Electricity Act 1989 and several electricity transmission codes.

Section 127 Planning Act 2008 ("PA 2008")

5. NGET is a statutory undertaker within the meaning of section 127(8) of the Planning Act 2008.
6. In these circumstances, section 127(2) and (5) provide that any order granting development consent for the Project may only include provision authorising the compulsory acquisition of NGET's land or rights therein if this can be done without serious detriment to the carrying on of NGET's undertaking (whether by the provision of replacement land or otherwise) or if any detriment in consequence of the acquisition of a right can be made good. NGET notes that the Applicant has not explained why it considers that the test in section 127 PA 2008 can be met.
7. The Applicant's proposals to compulsorily acquire, acquire rights, impose restrictions over and/or to take temporary possession of any of NGET's land, and in particular Plots 04/04, 04/05, 04/06, 04/07, 05/03, 05/04, 05/05, 05/06, 05/07, 05/09, 05/10, 05/11, 05/12, 05/13, 05/14, 05/15, 05/16, 05/17, 05/19, 05/21, 05/22, 05/23, 05/24, 05/25, 05/26, 05/28, 05/29, 05/30, 05/31, 05/32, 05/33, 05/34, 06/03, 06/05, 06/06, 06/09, 06/10, 06/16, 06/17, 06/19, 06/20, 06/21, 06/22, 06/24, 07/01, 07/02, 07/03, 07/04, 07/05, 07/06, 07/07, 07/08, 07/09, 07/10 and 07/11 ("**the NGET Land**") would cause serious detriment to NGET's undertaking by severely compromising NGET's ability to discharge its statutory obligations and coordinate customer connections, as described below.
8. The powers sought by the Applicant would interfere with, restrict or delay NGET's ability to access, inspect, maintain, renew and operate its existing apparatus within and near the Order Limits (including the West Burton 400kV substation, 400kV overhead lines and associated cables). Further, the Applicant's proposals to acquire rights over Plots 05/11, 05/12, 05/16, 05/17 and 05/19 of the NGET Land ("**West Burton Substation Land**") make it more difficult to site other customers' cables and equipment in this area and may have the effect of sterilising the land entirely for that purpose. NGET needs to retain ownership and control of the West Burton Substation Land in order to facilitate those connections in the most economical and efficient manner.
9. Connections to the NETS are a highly valuable resource. Such connections are essential if the Government's ambition for the UK to accelerate its transition from fossil fuel generation to renewable energy is to be achieved. The existing customer connections process – in which NGET, as the relevant statutory undertaker, plays a vital role – coordinates connections to the NETS. The process takes a whole system view rather than considering this issue only in terms of the needs of individual applicants. Allowing

the Applicant to compulsorily acquire the rights it seeks would unnecessarily interfere with the process and in particular with NGET's ability to carry out its part in co-ordinating connections. It may also prevent others from connecting to the transmission system or make such connections unnecessarily complex.

10. NGET's position is that the serious detriment described above can only be addressed by including suitable Protective Provisions in the DCO. Protective Provisions are also required in respect of NGET's future assets, specifically the North Humber to High Marnham Project ("**NHHM**"). As explained below, NGET will make further submissions in relation to this at Deadline 3. NGET's required Protective Provisions were appended to its Relevant Representation.

Answers to the Examining Authority's First Written Questions

ExAQ 2.0.5

11. The Applicant's Connection Agreement ("**CA**"), which enables it to connect to the NETS at West Burton Substation, is with NESO rather than NGET. In turn, NGET has undertaken to carry out the works required to allow the Applicant to connect via a Transmission Owner Construction Agreement concluded between NGET and NESO.
12. The implications for the Applicant's CA with NESO if connection is not secured by October 2029 would need to be confirmed by NESO and/or the Applicant. However, NGET can provide its high-level understanding of the position. There is a concept of "queue management" in the CA, which is a process administered by NESO to manage the connection queue for projects seeking grid access. It ensures timely progress by requiring Users (such as the Applicant) to meet specific milestones.
13. Failure to meet these milestones can result in termination of the CA in certain circumstances. One key milestone is obtaining planning permission or development consent for the User's project. NESO also has contractual rights to realign its delivery programme if a User is delayed in meeting its material milestones. It is therefore possible that the Applicant's CA could be terminated, or the construction programme modified, depending on the circumstances.

ExAQ 7.0.4

14. NGET and the Applicant have agreed on an approach to updating the Examining Authority on progress in relation to the interactions between NHHM and Steeple projects by which the Applicant will provide detailed written answers to ExAQ1 7.0.4 at Deadline 2, with supporting information where necessary, and NGET will answer that material with its position in writing at Deadline 3. If an Issue Specific Hearing is then required by the Examining Authority on the subject in the week commencing 9 February, the written material from Deadlines 2 and 3 will form the basis of the issues to be addressed by the parties in that hearing.
15. NGET confirms that it considers that the two projects can co-exist with a suitable construction interface or co-ordination agreement in place, together with Protective Provisions, and will continue to engage with the Applicant to seek to reach an agreed position on these in the meantime.

8 January 2026