

PLANNING ACT 2008

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

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

DEADLINE 3 SUBMISSIONS

ON BEHALF OF

nationalgrid

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

Introduction

1. This document sets out NGET's response to the answers to the Examining Authority's First Written Questions submitted by the Applicant at Deadline 2. It should be read in conjunction with NGET's Relevant Representation and its submissions at Issue Specific Hearing 1 and Deadline 2.

North Humber to High Marnham Project ("NHHM Project") Timeline

2. The NHHM Project has been in development for several years and in fact began its consultation process before the Steeple Renewables Project ("SR Project"). NHHM's key project milestones are as follows:
 - a. Non-statutory consultation between 1 June to 27 July 2023.
 - b. EIA Scoping Opinion received in September 2023.
 - c. Localised non-statutory consultation between 9 July and 6 August 2024.
 - d. Statutory consultation between 18 February and 15 April 2025.
 - e. DCO Submission September 2026.
 - f. Construction (subject to DCO approval) from 2028.
 - g. Operational 2031.

Communication and Consultation with the Applicant

3. NGET made early and proactive attempts to engage the Applicant and share information, but the Applicant has unfortunately been reluctant to reciprocate.
4. NGET first contacted the Applicant in November 2023 to request a meeting regarding potential interactions with the NHHM Project. This initial engagement occurred during the SR Project's first 'early informal public consultation' and followed the NHHM Project's first non-statutory consultation earlier that year, which took place between 1 June and 27 July 2023. Since then, NGET has proactively maintained engagement, initiating multiple meetings to explore the extent of interaction between the two projects and their respective programmes.
5. NGET's aim has been to facilitate early discussions on the interaction between the two projects and support iterative design development, while seeking to mitigate potential impacts arising from those interactions. This is consistent with the approach to stakeholder engagement adopted by the NHHM Project with other third-party developers along the entirety of the proposed 90km overhead line route.
6. NGET has considered the Applicant's submissions to both the NHHM localised non-statutory and statutory consultations during the development of the NHHM Project. However, detailed feedback from the Applicant has been limited and has primarily focused on requesting that the NHHM Project avoid the SR Project entirely. This was disappointing given that almost 5 months prior to the SR Project's first public consultation it was clear that some level of interaction would be unavoidable, as the extent of the SR Project extended across the full width of the NHHM emerging preferred corridor presented during NGET's June to July 2023 non-statutory consultation.
7. NGET has provided consultation briefings on the NHHM Project, met with the Applicant to clarify the concerns raised in its consultation responses and supplied detailed information regarding the considerations that have informed the routeing of the NHHM overhead line in this area. NGET has also shared information on temporary and permanent land take requirements as well as the indicative construction programme for the works that would interact with the SR Project.
8. Engagement between the Applicant and NGET is ongoing, with regular meetings occurring during the examination phase. NGET considers that the two projects can co-exist and remains committed to working constructively with the Applicant to agree appropriate protective provisions and interface arrangements to enable this.
9. A schedule of engagement with the Applicant is included in Table 1, below.

10. Additionally, NGET has been engaging directly with the owner of the land (and their agent) on which both the Project and NHHM Project are proposed. This engagement has been ongoing since May 2023 and has included discussions on survey access and design development.

Table 1: Schedule of Interactions between the NHHM Project and Steeple Renewables Project as of 22 January 2026

Description of Engagement	Date
NGET requested initial meeting with the Applicant regarding the SR Project	24 November 2023
NGET submitted consultation response to the Applicant's non-statutory consultation	4 December 2023
Initial meeting held where NGET and the Applicant identified potential interactions between the two proposed developments and respective programmes	8 December 2023
Further meeting held to discuss interactions potential between projects in more detail	12 April 2024
NGET provided a response the Applicants Scoping Submission	22 May 2024
NGET requested meeting with the Applicant and notified of its intention to consult on a potential alternative corridor referred to as the Eastern Corridor. NGET presented the alternative corridor and requested feedback from the Applicant.	5 July 2024
The Applicant submitted feedback to NGET localised non-statutory consultation	8 August 2024
NGET requested meeting with the Applicant ahead of Statutory Consultation. NGET presented the NHHM preferred alignment and described in detail the various constraints which have resulted in the two projects draft order limits overlapping and requested detailed feedback from the Applicant on likely interactions	24 February 2025
NGET provided feedback to the Applicants Statutory Consultation	3 March 2025
The Applicant submitted feedback to the NHHM Statutory Consultation	15 April 2025
NGET responded to the Applicants LIQ form	1 May 2025
NGET requested meeting to discuss the Applicant's feedback. NGET requested further feedback on the specific interaction between the NHHM preferred alignment and particular aspects of the proposed solar infrastructure as well as shapefiles of the proposed site layout of the SR Project.	29 May 2025.
The Applicant submitted a letter to NGET stating a formal objection to the NHHM Project	16 July 2025
NGET responded to the Applicant's objection letter	29 August 2025
NGET submitted a Relevant Representation in relation to the SR Project	29 August 2025

The Applicant requested meeting to discuss NGET Relevant Representation and ongoing NHHM design development. During the meeting NGET requested further feedback on the amendments made to the NHHM design to seek to minimise impact on the SR Project	11 September 2025
NGET attended Issue Specific Hearing 1 of the SR Project examination to speak in relation to Agenda Item 4: Relationship with other proposed projects	12 November 2025
Further meeting held with discussion focused on temporary and permanent land take interactions, programme and protective provisions	19 November 2025
Further meeting held with discussion focused on protective provisions and alternatives	1 December 2025
Further meeting held with discussion focused on protective provisions, alternatives and construction interfaces	17 December 2025
Further meeting planned for 27 January to focus on construction interfaces	27 January 2026

11. In its lengthy "Analysis of NGET Assessments 2023 to 2025", which it submitted at Deadline 2, the Applicant appears to suggest that the SR Project has not been given adequate consideration or weight in NGET's option selection process for the NHHM Project. As will be apparent from the above, NGET has in fact gone to considerable lengths to consult with the Applicant. All of the feedback it has received has been taken into account. The Applicant's own Deadline 2 submission appends three separate consultation responses from the Applicant to NHHM consultations. In that light, any claim that the SR Project has not been taken into account lacks credibility. Unfortunately, the reality is that the Applicant has been reluctant to engage with NGET in a collaborative way, preferring instead to insist that its own development should be avoided entirely. This has meant that opportunities to develop the two projects in a more co-ordinated way from an early stage have regrettably been lost.

Need for the NHHM Project

12. The Applicant's submissions to the examination have consistently failed to acknowledge the importance of the NHHM Project to the UK. The electricity industry in Great Britain is undergoing unprecedented change. The closure of fossil fuel-powered generation and ageing nuclear power stations means substantial investment in sustainable generation and interconnection capacity is required to maintain energy security and supply standards. Growth in onshore renewable technologies, offshore wind generation, and interconnectors with Europe has resulted in many planned connections, particularly in Scotland, England, and along the East Coast. The UK Government's legally binding "Net Zero" commitment to achieve a 100% reduction in greenhouse gas emissions by 2050 under the Climate Change Act 2008 requires a decisive transition away from fossil fuels. This has driven and will continue to drive investment in low-carbon energy sources.

13. Historically, the transmission system relied on coal-powered generation, but the shift to low-carbon energy has resulted in the closure of these power stations, with more closures expected. New generation capacity is geographically distant from these historical hubs, requiring substantial updates to the transmission system. Urban areas such as the M62 corridor, the Midlands, and the Southeast have high concentrations of electricity demand. As the UK decarbonises, national energy demand will increase, and fossil fuel generation will be replaced by low-carbon alternatives.

14. The NHHM Project is critical national infrastructure that is required to increase the capability and capacity of the electricity transmission network between the north of England and the Midlands as part of the Great Grid Upgrade ("GGU"). The GGU is the largest overhaul of the electricity grid in generations, and comprises 17, major infrastructure projects that will both scale up the grid and update NGET's existing

networks. The GGU is essential for connecting renewable energy generation and achieving the Government's drive to achieve Net Zero by 2050.

15. NESO's Electricity Ten Year Statement 2024 ("ETYS 2024") and the Government's Clean Power 2030 Action Plan ("Clean Power 2030") both identify that there is a rapid need to reinforce the network and to deploy additional boundary capability through new projects. ETYS 2024 also identifies a requirement to accelerate network reinforcement in order to reduce network constraint costs as Great Britain transitions towards clean power.
16. In Yorkshire and the Humber, NESO's publication Beyond 2030 identifies the need for additional infrastructure to accommodate increasing power flows associated with new offshore wind farms and the wider growth in renewable generation. The NHHM project aims to address two system needs:
 - a. Resolving a capacity deficit at Creyke Beck generation area near Hull, so that the amount of generation to be connected will be compliant with the National Electricity Transmission System Security and Quality of Supply Standard ("NETS SQSS"). The amount of excess generation was estimated in NHHM's Strategic Options Report ("SOR") to be some 11.8 GW by 2030; and
 - b. Reinforcing the B8 boundary, which was projected in the SOR to have a capability deficit of some 11.7 GW by 2030.
17. The assessed shortfall at B8 was greater than the NHHM project was able to address on its own, and for this reason, the B8 deficit will be addressed by a combination of the NHHM Project, the Grimsby to Walpole Project and other NSIP projects. NHHM is a vital element of this solution, delivering an additional >6GW of boundary transfer capability, in addition to maintaining compliance with NETS SQSS to allow the connection of multiple projects in the Creyke Beck generation area. These are set out in the SOR and listed below:

Project Name	Type	Capacity (MW)	Connection Year
Saltend	CCGT	1100.0 MW	Existing
Humber Gateway	Offshore Wind	220.0 MW	Existing
Westermost Rough	Offshore Wind	206.5 MW	Existing
Pillswood BESS Phase 1	Energy Storage	49.9 MW	Existing
Pillswood BESS Phase 2	Energy Storage	49.9 MW	Existing
Dogger Bank Project A	Offshore Wind	1200.0 MW	Existing
Dogger Bank Project 4	Offshore Wind	1200.0 MW	Existing
Hornsea Power Station 4 - Stage 1	Offshore Wind	1500.0 MW	2027
Continental Link	Interconnector	1800.0 MW	2027
The Superconnection	Interconnector	1000.0 MW	2027
Hornsea Power Station 4 - Stage 2	Offshore Wind	1100.0 MW	2028
Creyke Beck Battery 2	Energy Storage	28.5 MW	2028
Gatroben Offshore Wind Farm	Offshore Wind	1320.0 MW	2031
Clean Air - Creyke Beck	Energy Storage	500.0 MW	2033
North Sea (Dogger Bank South – East)	Offshore Wind	1500.0 MW	2033
Dogger Bank South (West)	Offshore Wind	1500.0 MW	2033
Creyke Beck Solar Farm	PV Array	320.0 MW	2033
Hall Ings Farm	PV Array	100.0 MW	2034
Creyke Beck PV & BESS	Energy Storage & PV Arrays	249.9 MW	2035
Bute Hydrogen Project 2	CCGT	3600 MW	2035
Saltend North BESS	Energy Storage	200.0 MW	2035
Total		18744.7 MW	

18. EN-1 (Overarching National Policy Statement for Energy) sets out the government's commitment to fully decarbonising the power system by 2035, and identifies a critical national priority ("CNP") for the provision of nationally significant low carbon infrastructure. Furthermore, EN-5 (National Policy Statement for electricity networks infrastructure) clarifies that this CNP extends to electricity grid infrastructure, network reinforcement and upgrade works, and notes the important role that new grid projects have in contributing towards connecting low carbon infrastructure to the NETS. NHHM is therefore considered to be of critical national importance to facilitate the decarbonisation of the power system by 2035. NGET's licence obligation, once the proposed Dogger Bank South offshore windfarm is connected, requires NHHM to be commissioned by the end of 2031.
19. NGET acknowledges that the CNP policy also applies to the SR Project, which has a transmission entry capacity of 600MW, and has clear policy support within the NPSs. However, if approved without suitable protective provisions in NGET's favour, it would obstruct a known proposed alignment for a CNP transmission project which is integral to the country's transition to net zero by 2050 and which would provide an additional >6GW (6000MW) capacity to the NETS. In other words, the NHHM Project will allow the connection of ten times the amount of generating capacity as the total amount provided by the SR Project. The fact that the NHHM Project is not required to connect the SR Project *specifically* to the NETS is irrelevant. Without the high-voltage electricity transmission line proposed as part of the NHHM Project, the electricity transmission system in this area will lack the capacity to accommodate many more new renewable energy sources coming forward before 2035 (the pressing national need for which is emphasised in the Applicant's own Planning Statement (Document Reference: APP-182) – see Section 5).
20. In these circumstances, it is imperative that necessary protective provisions are included in any DCO granted in respect of the SR Project, to ensure that the development does not jeopardise delivery of the NHHM Project.

NHHM's Impact on Steeple Developable Area

21. There are a number of temporary and permanent interactions between the two projects. These interactions are summarised below:
 - a. 8 proposed pylon locations (4AF211 to 4AF218)
 - b. Overhead line Limits of Deviation
 - c. Pylon working areas for construction
 - d. Conductor stringing positions
 - e. Access works and routes for construction and ongoing maintenance
 - f. Crossing protection infrastructure
22. NGET estimates this affects approximately 100.05 acres within the proposed SR Project development area. This represents 4.56% of the total land within the SR Project Order Limits. However, only approximately 36.81 acres (1.68% of the total land within the SR Project Order Limits) are required permanently for the NHHM Project, with the remainder only required on a temporary basis during the construction period. Following this, the land required temporarily would be available to the SR Project.
23. NGET's land take is governed by construction requirements, its statutory duties and the need to maintain safe clearances in accordance with the EN 43 – 8 Technical Specification and HSE Guidance Note GS 6. The extent of land take has been minimised through design development whilst ensuring compliance with all safety and operational requirements.
24. In paragraphs 2.4 and 2.5 of its Deadline 2 submission the Applicant asserts, without detailed justification, that a total of 124.14 acres of the SR Project developable area would be "sterilised". Of this, 87.33 acres (~70%) are not impacted by proposed NHHM infrastructure but originate from a so-called "stranded area" between the overhead line and railway that would be "inefficient" to develop.
25. NGET notes that the word used by the Applicant is "inefficient", rather than "unviable", and it appears that the Applicant is actually describing areas of land that it finds commercially inconvenient to design

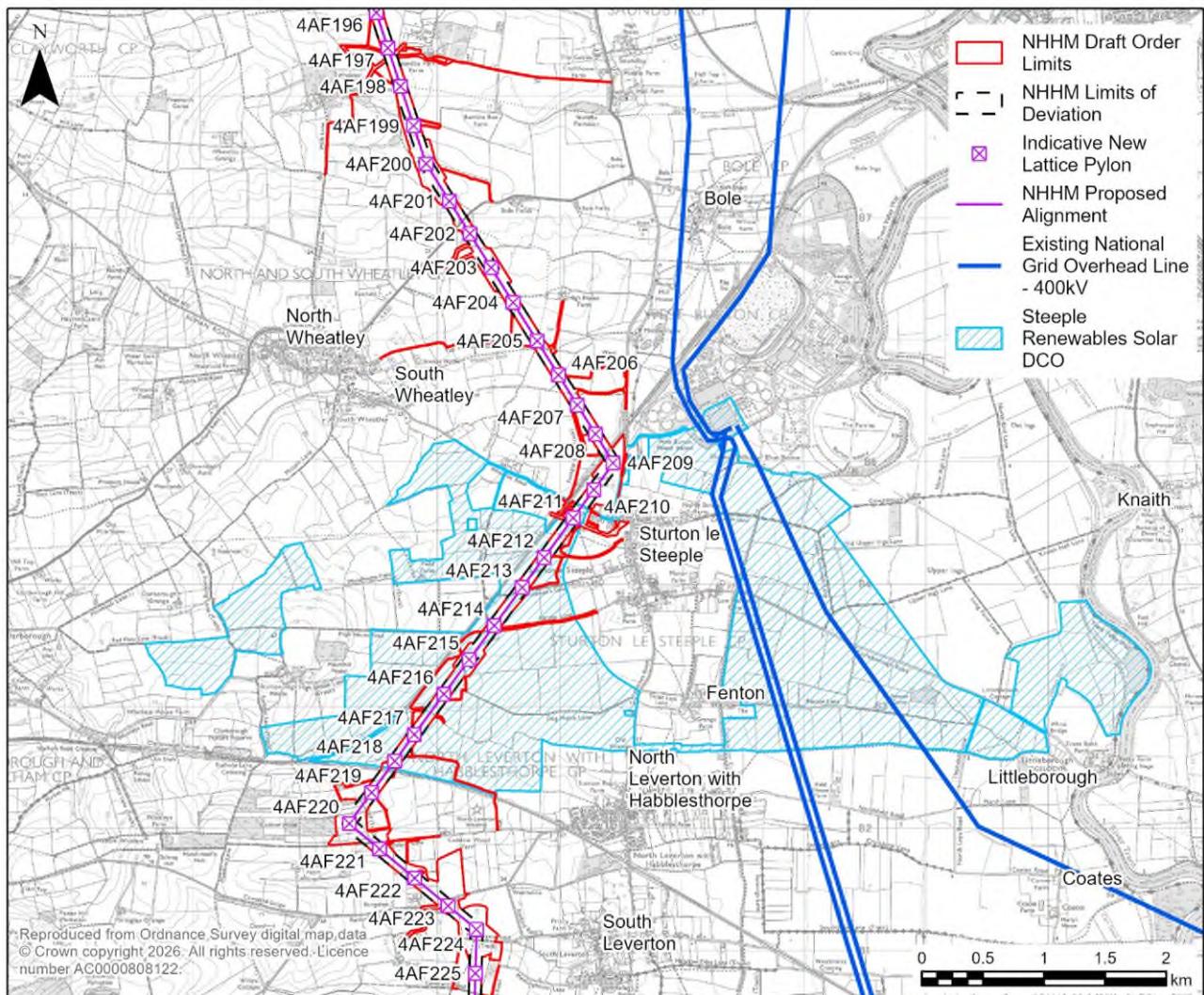
around rather than land that cannot (or cannot economically) be developed. In any event, the Applicant provides no evidence to support the claim that this land would in fact be "inefficient" to develop. The Applicant's assertion that 87.33 acres of its developable area will be sterilised should therefore be given no weight.

26. As well as exaggerating the impact of the NHHM Project on the SR Project's developable area, the inclusion of the "sterilised" land inflates the figures given by the Applicant for generation loss, lifetime energy loss and revenue loss. The Applicant also uses gross revenue figures rather than profit to represent the financial impact on the SR Project, which exaggerates the NHHM Project's impact further. Again, the Applicant's submissions as to the impact of the NHHM in this regard should be given no weight.
27. Overhead lines co-exist with solar farm development all across the UK, as indeed will existing NGET infrastructure with the SR Project itself. The starting point should therefore be that the NHHM and SR Projects can co-exist during both construction and operational phases, and that steps can be taken to mitigate the impacts on both schemes. This will require co-operation between the parties to align their construction programmes and co-ordinate the use of construction accessways. Unfortunately, to date the Applicant has been unwilling to meaningfully engage in such co-operation, preferring instead to simply assert that NGET should route the NHHM Project to avoid the SR Project entirely.
28. NGET has not yet calculated the area of affected land for what the Applicant refers to as the "Landowner Alternative Route" ("LAR"), but will provide the Examining Authority with these figures at a future deadline.

NHHM Proposed Alignment

29. The NHHM proposed alignment as shown on Figure A has been developed in response to feedback collected at both the NHHM non-statutory and statutory consultations, further environmental and technical assessments and a review of work undertaken to date including comprehensive routeing and siting studies and EIA scoping. The selection of the proposed alignment therefore involved making a judgment as to the optimal balance between a number of factors, of which impact on the SR Project was only one of many.

Figure A showing NHHM proposed alignment and draft Order Limits



30. The alignment avoids crossing (and therefore undergrounding) a section of the existing 132kV steel lattice overhead line operated by National Grid Electricity Distribution ("NGED") and avoids the consented Wood Lane Solar Farm. This means that additional construction phase impacts associated with the undergrounding of the 132kV overhead line are avoided. The preferred alignment also moves away from South Wheatley to minimise potential effects on the setting of the Scheduled Monument Church of St Helen's.
31. While the alignment is in proximity to Sturton le Steeple, it follows lower-elevation land which is preferred from a landscape impact perspective compared to alternatives which are on higher ground and close to the village of South Wheatley and scattered residential properties.
32. It is acknowledged that the preferred alignment routes through the proposed SR Project. As such, the NHHM Project has been designed to minimise impact on the developable area for solar generation. NGET has reduced both the temporary and permanent land take areas required for the NHHM Project as set out below based on the Site Layout submitted with the SR Project DCO application (Document Reference: APP-011).
 - a. Temporary land take has been reduced by:
 - i. Amending construction access routes to follow a straighter, more direct route to minimise its length and extent within the SR Project while still utilising existing field

entrances to minimise hedgerow loss. The access road has also been amended to avoid the attenuation pond proposed by the SR Project.

- ii. Reducing proposed stringing position at proposed pylon 4AF215 by 60m based on further design refinement.
- b. Permanent land take has been reduced by:
 - i. Routeing the alignment so that it runs in close parallel to the railway line while still maintaining safe offset distances as per Network Rail requirements and Construction Plant Hire Association best practices.
 - ii. Avoiding any angle changes within the extent of the SR Project draft Order Limits so that larger angle towers and subsequent working areas are not required.
 - iii. Amending pylon working areas to avoid clashes with the SR Project's proposed perimeter fence as far as practicable.
 - iv. Amending proposed operation and maintenance access to align with the SR Project's proposed access tracks and proposed gates in the perimeter fence.

Alternatives Considered

33. NGET has carried out a robust options appraisal process that is used to compare options and to record the positive and negative effects they may have in meeting the project need across a range of criteria including environmental, socio-economic, technical and cost factors. The aim is to find a balanced outcome to meet the identified need while maintaining NGET's statutory duties. The Applicant's analysis of NGET's decision-making process submitted at Deadline 2 takes a reductive approach, concentrating on a narrow range of factors that the Applicant considers are of particular relevance. This misunderstands the exercise that NGET must undertake, which is to identify the best *overall* solution, taking account of all relevant factors. NGET has therefore not sought to respond to every point in the Applicant's analysis document.

34. A number of alternatives have been considered and appraised in line with NGET's 'Our Approach to Consenting' document¹, from the consideration of strategic options through to corridor identification, design development and further design refinement, all while engaging with local communities and stakeholders. Chapter 3 of the NHHM Preliminary Environmental Information Report², which was published as part of the Statutory Consultation on NHHM, provides further detail on the alternatives considered on the NHHM project prior to statutory consultation in 2024 and is briefly summarised below.

35. NGET undertook a Strategic Options Appraisal in 2021/22, which identified the most appropriate strategic solution to bring forward, considering a wide range of options for providing the necessary north-south power flows. The Strategic Options Appraisal is reported in the North Humber to High Marnham and Grimsby to Walpole Strategic Options Report (2023), which was subsequently updated in 2025³ ahead of statutory consultation, and describes the future network requirements, and the options appraised to meet these requirements. This report confirms the selection of Strategic Option (ECO 1): construction of a new overhead line connection between a new Creyke Beck substation to a new High Marnham substation, following a route to the west of the Humber Estuary.

36. Following selection of the Strategic Option, NGET undertook a Corridor and Preliminary Routeing and Siting Study ("CPRSS")⁴ to further define the location of the proposed infrastructure. Four corridors were identified and appraised with an emerging preferred corridor selected.

¹ National Grid (2022) Our Approach to Consenting [Online] Available at: <https://www.nationalgrid.com/document/342336/download> [Accessed Jan 2025]

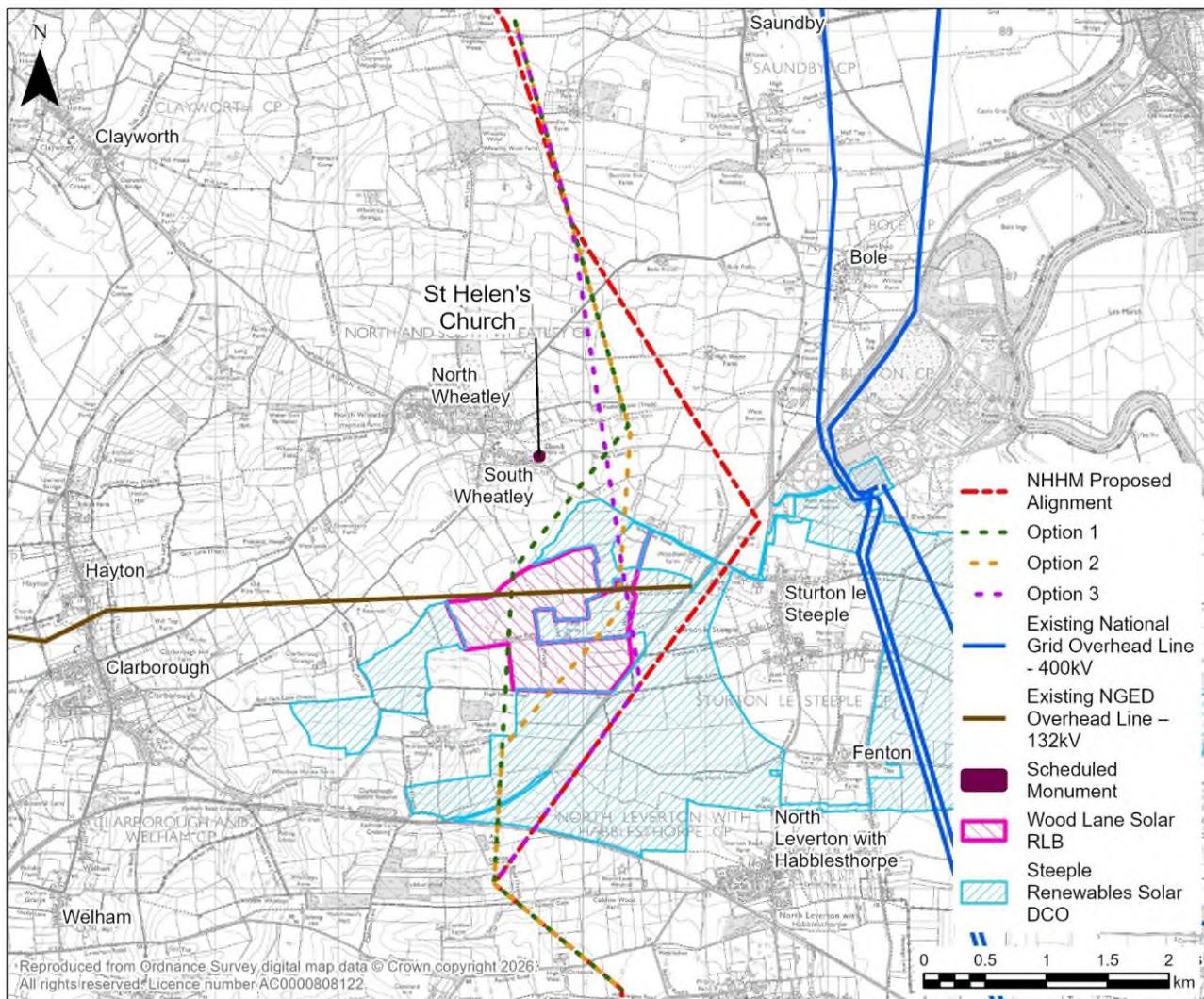
² National Grid 2024, NHHM PEIR [Online] Available at <https://www.nationalgrid.com/document/153686/download>

³ National Grid (2025) Strategic Options Report Update [Online] Available at <https://www.nationalgrid.com/document/154026/download> [Accessed Jan 2025]

⁴ National Grid, 2023 NHHM Corridor Preliminary Routing and Siting Study (CPRSS) [Online] Available at: [nationalgrid.com/document/348821/download](https://www.nationalgrid.com/document/348821/download)

37. A graduated swathe was then produced within the emerging preferred corridor to illustrate the geographical areas and extents where it might be more appropriate to route the new overhead line. This graduated swathe took into consideration designated ecological sites, heritage features, residential settlements and isolated properties, existing and consented infrastructure and professional judgement. The SR Project was not yet public at this stage and therefore not a consideration in selection of the emerging preferred corridor.
38. The Strategic Options Report, CPRSS, emerging preferred corridor and graduated swathe were all consulted on as part of the NHHM non-statutory consultation in 2023.
39. Following a review of consultation feedback and the CPRSS, a potential alternative corridor was identified and a localised non-statutory consultation was held in 2024.
40. Feedback from both the non-statutory consultation 2023 and localised non-statutory consultation 2024 as well as ongoing stakeholder engagement and further technical assessments, including environmental surveys, were considered when making a decision on the overall end to end preferred corridor and identification of the preferred alignment presented at statutory consultation.
41. In determining the NHHM preferred alignment, NGET has considered multiple alignment options within the vicinity of the SR Project. Notably, despite NGET having engaged with the Applicant in relation to the options presented, it has never received any detailed feedback from the Applicant on them, with the Applicant maintaining throughout that the SR Project should be avoided entirely.
42. Three alternative alignment options west of the railway were reviewed and appraised following statutory consultation, receipt of consultation feedback and ongoing engagement with landowners and developers. As a responsible developer National Grid reviews routeing and siting work undertaken previously to ensure consistency and any updated information is captured in ongoing design development.

Figure B showing 3 alternative route options west of the railway

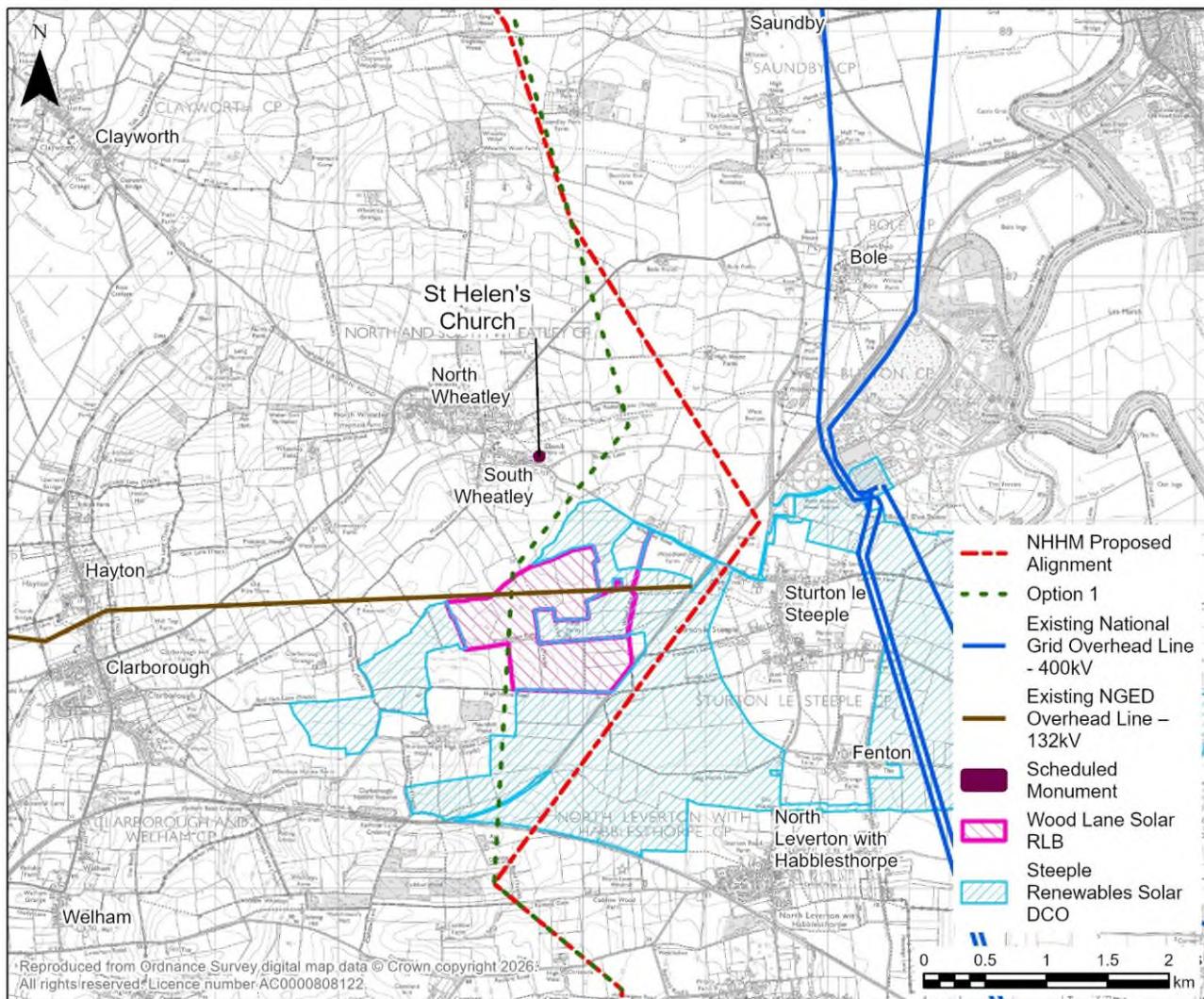


43. When considering the three route options east of the railway line only, it was determined that, of these, Option 1 was the most preferred. Factors informing this preference are summarised as follows:

- Option 1 has the shortest route length of the three options with the fewest angles. This minimises landscape and visual impacts by reducing the number of pylons and/or larger angle pylons in the landscape, and is the most efficient engineering solution.
- Option 1 would have the least impact on the existing NGED 132kV line and it was considered would be less technically complex to complete the undergrounding based on preliminary designs received from NGED during ongoing discussions regarding the potential 132kV interaction.
- Option 1 provides the most direct route of the three options past the Scheduled Monument Church of St Helen's, mitigating setting impacts on a historic heritage feature.
- Option 1 has the smallest area of impact of the three options on both the Wood Lane Solar Red Line Boundary and SR Project draft Order limits.
- There would be visual impacts associated with all three alternative options either as a result of routeing close to villages or individual properties.

44. Option 1 was then compared against the NHHM Statutory Consultation Design ("baseline"), shown in Figure C.

Figure C showing Option 1 and NHHM baseline



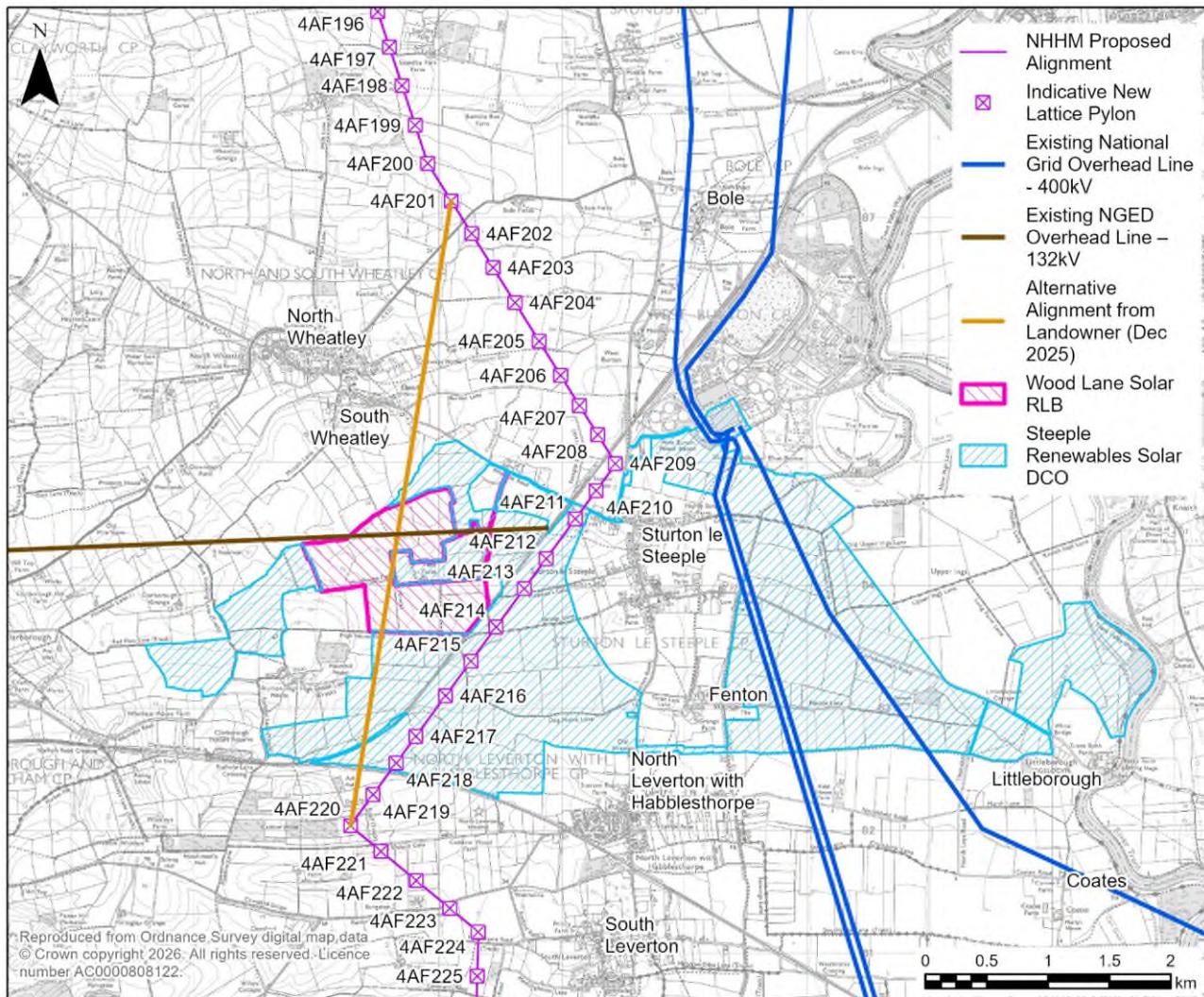
45. NGET's preference remained for the NHHM Statutory consultation design. Factors informing this preference are summarised as follows:

- Avoidance of the crossing of the NGED 132kV overhead line, which would require undergrounding at a cost of approximately £7m and would introduce an additional programme risk during the construction phase, as the 132kV overhead line would need to be removed prior to the stringing of the new 400kV overhead line.
- The NGED 132kV undergrounding would also increase the duration of construction works in this area and introduce additional construction phase environmental impacts.
- Wood Lane Solar would be impacted not only by a new 400kV overhead line but also the new 132kV underground cable and associated construction works to complete the undergrounding.
- This alignment routes along lower elevation ground compared to Option 1 further mitigating impacts on the wider landscape. It is noted that this alignment brings the overhead line closer to the village of Sturton Le Steeple, however Option 1 is closer to the village of South Wheatley as well as scattered properties making it harder to mitigate visual effects.
- This alignment routes at an increased distance from the Scheduled Monument Church of St Helen's when compared to Option 1 further mitigating impacts on this historic heritage feature and its setting.

f. In addition to the above considerations and due to the scale of such a change it was assumed there would be a minimum 6 month programme delay to allow further design, land referencing, consultation, review of feedback, additional surveys and design finalisation. This would prevent NGET from meeting the agreed date for the new overhead line to be operational in order to meet its licence obligations.

46. On 15th December 2025 the landowner for the SR Project contacted NGET suggesting an alternative alignment for consideration. This is the LAR referred to by the Applicant in its response submitted at Deadline 2 (Doc Ref: REP2-052 Part 2) and is illustrated in Figure D.

Figure D: Figure showing alternative alignment provided to NGET in Dec 2025 by landowner for both NHHM Project and SR Project



47. NGET has completed an initial appraisal against the landowner alignment and considers it to be less preferred than both Option 1 and the NHHM Statutory Consultation Design for the following reasons:

g. This proposed alignment routes in close proximity (<20m) to a number of residential properties along South Wheatley Road as well as oversailing an existing Animal Care Facility. This proximity to residential properties would likely result in a direct oversail once a full overhead line design (including limits of deviation) is available.

h. This alternative option routes across the higher elevated ground near Maumhill Wood which would make the pylons more visible, potentially increasing wider landscape and visual impacts.

- i. This alternative option would also require undergrounding of the existing 132kV overhead line introducing additional costs and programme risk during the construction phase, as the 132kV overhead line would need to be removed prior to the stringing of the new 400kV overhead line.
- j. It is the closest of all options appraised to the Scheduled Monument Church of St Helen's (circa 200m) when compared to the baseline which is over 1km away.

48. It should be noted that this initial appraisal has been completed on the single line on a map provided by the landowner on 15 December 2025. NGET is in the process of drawing up an overhead line alignment for this option including proposed tower locations, stringing positions, access roads and the limits of deviation to allow a full appraisal and will update the ExA on progress at the ISH in February.

NGET's Required Protective Provisions ("PPs")

49. NGET provided a copy of its required PPs along with its Relevant Representation. For ease of reference, a red line comparison of these with the PPs included in the draft DCO by the Applicant appears in the Appendix to this document.

50. The PPs proposed by the Applicant are insufficient to protect NGET's interests in relation to both existing and future infrastructure. NGET does not understand there to be any disagreement in principle between the parties as to the need to protect existing NGET infrastructure. NGET therefore considers that any differences between the parties as to the PPs required to protect such infrastructure should be capable of resolution through negotiation during the course of the examination.

51. Given the critical national importance of the NHHM, PPs to protect and enable it are also appropriate. PPs for the protection of assets that have not yet been built is well-precedented in previous DCOs, having been included in the Awel Y Mor ("**AyM**") and Mona Offshore Wind ("**Mona**") DCOs.

52. The Applicant's submission that the PPs in these DCOs are "materially different" to the position in this case is misconceived. NGET's response to the key points raised by the Applicant is set out in Table 2, below.

Table 2

Applicant's Submission	NGET Response
<p>In AyM and Mona the interactions were between the windfarm grid connections as they approached the onshore NGET substations where they were to connect, once those substations had been extended. The substation extensions were in both cases necessitated by the windfarm developments. The protections sought by NGET in those cases simply regulated a matter that the parties would in any event need to have agreed upon i.e. the detail by which the substation connection would be achieved. Those protections could have no adverse effect on the energy generation elements of the two windfarms.</p>	<p>The fact that the interactions between AyM / Mona and NGET's future assets related to infrastructure that was required to facilitate those particular schemes is irrelevant to the question of whether protection is required for the NHHM Project in the present DCO.</p> <p>As NGET has set out at length above, the NHHM Project is critically important to the UK's energy infrastructure. Whether the NHHM Project should receive protection in a given DCO should not be dependent upon whether the NHHM Project happens to be required to facilitate that particular DCO scheme. The NHHM Project is required to facilitate 6GW of new generation capacity, and its significance therefore extends well beyond any individual development.</p> <p>It may be that the self-interest of promoters in the AyM and Mona DCOs made it <i>practically</i> easier to agree suitable protections with NGET. However, that consideration is not relevant to the question of whether such protection is required in <i>principle</i>. It cannot be the case that the availability of</p>

	<p>protection in a DCO for a project of the significance of NHHM is determined by whether the DCO scheme in question happens to be connected to NHHM. To adopt such an approach would be to disregard the intrinsic importance of NHHM and would leave critical assets inadequately protected in circumstances where there is no direct commercial incentive for the promoter to agree appropriate safeguards.</p>
<p>The position in those cases is very different from the present case. The Proposed Development has no functional reliance on NHHM, however the protections sought by NGET would adversely affect the energy generating capacity of the Proposed Development and impose a significant delay risk to the entire development, both of which are capable of being significantly reduced or avoided entirely whilst still allowing NHHM to progress simply by requiring NGET to return to its previously favoured route, to the west of the railway.</p>	<p>As set out above, the question of functional reliance on NHHM is not relevant to the question before the Examining Authority. NGET accepts that any adverse effect on the energy generating capacity of the SR Project is a relevant consideration. However, NGET considers that the NHHM and SR Projects can coexist, provided that suitable protective provisions are imposed and a side agreement between the parties is concluded.</p> <p>NGET does not accept that the effect on the generating capacity of the SR Project, or the likelihood of delay, is as significant as is suggested by the Applicant. In fact, the effect of granting PPs in the form sought by National Grid would be to <i>reduce</i> uncertainty for the Applicant, as the requirements in relation to NHHM would be known and, assuming these are agreed between the parties, provisions relating to cooperation during construction would be in place.</p> <p>In the absence of suitable protective provisions, there would be <i>greater</i> uncertainty for the Applicant, as the NHHM project would need to address the interaction between the two projects through its own DCO application. That application will not be determined until after the SR Project's DCO, leaving the Applicant without clarity as to the interface arrangements between the two schemes during the construction of the SR Project.</p> <p>The suggestion that the solution is to change NHHM's route is addressed below. However, it is important to clarify that the suggestion that NGET should "return to its previously favoured route" mischaracterises the iterative nature of the route selection process. As already explained above, NGET had indeed consulted on a different option earlier in the process. However, route selection is inherently dynamic and evolves based on comprehensive consultation feedback, detailed surveys, and ongoing design work. The notion of "returning" to a route that was previously consulted on overlooks the fact that the route was assessed and ultimately found less suitable when all material considerations were taken into account. NGET has determined that the currently proposed route is the</p>

	optimal solution following a thorough evaluation of all relevant factors.
<p>The Viking CCS DCO decision is instructive as an example where similar claims by NGET as to the need for protective provisions to protect future assets was rejected by the decision maker on the basis that these other proposals were insufficiently advanced. It is quite clear that the NHHM proposal is still at a stage where its final routeing can be altered in the way sought by the applicant without compromising the NGET development.</p>	<p>The ExA's Report in the Viking CCS DCO was written in December 2024. At that time, the schemes NGET sought to protect had each undertaken their Stage 1 (non-statutory) consultations, but had not progressed beyond that point. This is not comparable with the NHHM Project, which has undertaken both its Stage 1 and Stage 2 (statutory) consultations and is scheduled to submit its DCO application in September 2026 (i.e. before the SR Project DCO is due to be determined). The NHHM Project cannot credibly be characterised as "insufficiently advanced".</p> <p>The proposed route of the NHHM Project has been developed following a process of non-statutory and statutory consultation and the consideration of a range of relevant factors, of which the impact on the SR Project is only one. Through this process, NGET has determined that its proposed route is the optimal one taking into account all material considerations and having considered alternatives.</p> <p>In those circumstances, it is plainly not appropriate for the route to "be altered in the way sought by the applicant" simply because the Applicant submitted its DCO application before NGET. The correct approach is to take steps to ensure that the two projects can co-exist, which NGET submits is achievable.</p> <p>Finally, as has already been noted, there is a critical national need for the NHHM Project to be commissioned by the end of 2031. It is therefore imperative that delays to the project are avoided. Changing the route at this stage would be likely to entail further targeted consultation, which would cause material programme delay. This would compromise NGET's ability to deliver the NHHM Project within the required timeframe, which the Applicant's submissions do not take into account. "Altering" the NHHM Project to suit the Applicant is therefore <u>not</u> cost-free in the way that the Applicant implies.</p>
<p>The full effect of any protective provisions from previous decisions cannot in any event be known without reference to any side agreement that may be in place that recorded confidential arrangements between the parties that allowed them to agree wording to be included on the face of the DCO.</p>	<p>NGET does not accept that this is relevant to the question of whether the PPs it seeks should be granted in this case. In both the AyM and Mona DCOs the Secretary of State ("SoS") concluded that PPs in favour of NGET should include protection of future assets and in doing so the SoS would not have had knowledge of confidential material, if in fact it had existed.</p>

Compensation

53. If the DCO is granted with the protection for future infrastructure that NGET seeks, NGET confirms that it will compensate the Applicant for commercial loss suffered in respect of the SR Project, to the extent such loss is consequent on delivery of NHHM. The mechanism for payment of compensation, calculated on the basis of the statutory compensation code, can be addressed in a commercial agreement between the parties, with referral to the Upper Tribunal (Lands Chamber) if the amount cannot be agreed. The Applicant is wrong to suggest that NGET seeks to restrict the SR Project without payment of compensation.

If Agreement Cannot Be Reached

54. NGET considers that PPs in relation to its future infrastructure should be capable of agreement. However, if agreement is not possible then NGET agrees with the Applicant that an Issue Specific Hearing should be scheduled to examine the issues set out by the parties in their respective submissions. NGET also agrees that further Written Questions may be needed following that hearing.

22 January 2026

APPENDIX

NGET's Required Protective Provisions – Tracked

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

SCHEDULE 41 PROTECTIVE PROVISIONS

PART 41

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC ELECRICITY TRANSMISSION PLC AS ELECTRICITY UNDERTAKER

Application

4.1. (1) For the protection of National Grid Electricity Transmission Plc as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc.

[(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, where the benefit of this Order is transferred or granted to another person under article [] (*consent to transfer benefit of Order*) –

(a) ~~(a)~~ any agreement of the type mentioned in subparagraph (1) has effect as if it had been made between National Grid Electricity Transmission Plc and the transferee or grantee (as the case may be); and

(b) ~~(b)~~ written notice of the transfer or grant must be given to National Grid Electricity Transmission Plc on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid Electricity Transmission Plc (but without prejudice to 11(3)b.)]

Interpretation

2. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

(a)

“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than: (i) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and “A3” if the rating is assigned by Moody’s Investors Services Inc.;

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an “acceptable credit provider”, such insurance shall include (without limitation):

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Grid Electricity Transmission Plc

(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

“acceptable security” means either:

(a) a parent company guarantee from a parent company in favour of National Grid Electricity Transmission Plc to cover the undertaker’s liability to National Grid Electricity Transmission Plc to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid Electricity Transmission Plc and where required by National Grid Electricity Transmission Plc, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of National Grid Electricity Transmission Plc to cover the undertaker’s liability to National Grid Electricity Transmission Plc for an amount of not less than £10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid Electricity Transmission Plc);

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid Electricity Transmission Plc to enable National Grid Electricity Transmission Plc to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus”

(a) ~~(a)~~ electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by

National Grid Electricity Transmission Plc together with any replacement apparatus; and

~~(b)~~ such other apparatus constructed pursuant to the Order that becomes operational apparatus of the undertaker for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or must be lodged or which gives or will give access to apparatus; and

(c) any electrical lines or electrical plant as defined in the 1989 Act, any mains, pipes, plant or other apparatus belonging to, operated or maintained by National Grid Electricity Transmission Plc for the purposes of the construction, operation and maintenance of the North Humber to High Marnham Project or whether temporary or permanent, and includes, where the context so requires, apparatus constructed as part of the authorised development and intended for the beneficial use by National Grid Electricity Transmission Plc (“North Humber to High Marnham apparatus”);

“authorised works” has the same meaning as is given to the term “authorised development” in article [2(1)] of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

(a)

"North Humber to High Marnham Project" means the proposed new high voltage electricity transmission line and associated works between a new substation at Creyke Beck in the East Riding of Yorkshire and a new substation at High Marnham in Nottinghamshire to be undertaken by National Grid Electricity Transmission Plc; " North Humber to High Marnham Site" includes –

(a) land on which any North Humber to High Marnham apparatus is situated; and

(b) land on which North Humber to High Marnham apparatus is anticipated to be situated which is necessary for the construction, use or maintenance of the North Humber to High Marnham Project (in so far as the same has been notified by National Grid Electricity Transmission Plc in writing to the undertaker)

"commence" and "commencement" in this Part of this Schedule shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by National Grid Electricity Transmission Plc (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for National Grid Electricity Transmission Plc's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"Incentive Deduction" means any incentive deduction National Grid Electricity Transmission Plc Electricity Transmission plc receives under its electricity transmission licence which is caused by an event on its transmission system that causes electricity not to be supplied to a demand customer and which arises as a result of the authorised works;

"maintain" and "maintenance" shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid Electricity Transmission Plc: construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Grid Electricity Transmission Plc" means National Grid Electricity Transmission Plc (Company Number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;

"NGESO" means as defined in the STC;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"parent company" means a parent company of the undertaker acceptable to and which shall have been approved by National Grid Electricity Transmission Plc acting reasonably;

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which:

~~(a)~~ will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 8(2) or otherwise; and/or

~~(b)~~ may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 8(2) or otherwise; and/or

“(c) includes any of the activities that are referred to in development near overhead lines EN43-8 and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines”.

“STC” means the System Operator Transmission Owner Code prepared by the electricity Transmission Owners and NGESO as modified from time to time;

“STC Claims” means any claim made under the STC against National Grid Electricity Transmission Plc arising out of or in connection with the de-energisation (whereby no electricity can flow to or from the relevant system through the generator or interconnector’s equipment) of a generator or interconnector party solely as a result of the de-energisation of plant and apparatus forming part of National Grid Electricity Transmission Plc’s transmission system which arises as a result of the authorised works;

“Transmission Owner” means as defined in the STC;

“undertaker” means the undertaker as defined in article 2(1) of this Order;

3. —Interaction with the North Humber to High Marnham Project

Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the construction, maintenance and operation of the authorised development and the North Humber to High Marnham Project. For the purposes of this paragraph, “reasonable endeavours” means—

(a) undertaking consultation on the detailed design and programming of the National Grid Electricity Transmission Plc connection works and all works associated with or ancillary to the National Grid connection works to ensure that the design and programme for the National Grid Electricity Transmission Plc connection works does not unreasonably impede or interfere with the North Humber to High Marnham Project;

(b) having regard to the proposed programme of works for the North Humber to High Marnham Project as may be made available to the undertaker by National Grid Electricity Transmission Plc and facilitating a co-ordinated approach to the programme, land assembly, and the carrying out of the National Grid Electricity Transmission Plc connection works and the North Humber to High Marnham Project;

(c) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development; and

(d) keeping National Grid Electricity Transmission Plc informed on the programme of works for the authorised development.

On Street Apparatus

3. ~~4.~~—Except for paragraphs 5 (*apparatus in stopped up streets*), 10 (*retained apparatus: protection*), 11 (*expenses*) and 12 (*indemnity*) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid Electricity Transmission Plc, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid Electricity Transmission Plc are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid Electricity Transmission Plc in stopped up streets

4.5.—a)(1) Where any street is stopped up under article [] [*permanent stopping up, restriction of use and construction of streets, public rights of way and private means of access*]), if National Grid Electricity Transmission Plc has any apparatus in the street or accessed via that street National Grid Electricity Transmission Plc has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to National Grid Electricity Transmission Plc, or procure the granting to National Grid Electricity Transmission Plc of, legal easements reasonably satisfactory to National Grid Electricity Transmission Plc in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Grid Electricity Transmission Plc to require the removal of that apparatus under paragraph 8 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 10.

(4)(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article [] [*temporary stopping up and restriction of use of streets*]), National Grid Electricity Transmission Plc is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings

5.6.—The undertaker, in the case of the powers conferred by article [] [*protective work to buildings*]), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus or to the North Humber to High Marnham Project without the written consent of National Grid Electricity Transmission Plc.

Acquisition of land

6.7.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not (a) appropriate or acquire or take temporary possession of any land or apparatus or ((b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid Electricity Transmission Plc otherwise than by agreement.

(2) Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not unless otherwise agreed in writing with National Grid acquire any land forming part of the North Humber to High Marnham Project (such agreement not to be unreasonably withheld or delayed)

(2) (3) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Grid Electricity Transmission Plc and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid Electricity Transmission Plc or affect the provisions of any enactment or agreement regulating the relations between National Grid Electricity Transmission Plc and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid Electricity Transmission Plc reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid Electricity Transmission Plc and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid Electricity Transmission Plc unless otherwise agreed by National Grid Electricity Transmission Plc, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) (4) Save where otherwise agreed in writing between National Grid Electricity Transmission Plc and the undertaker the undertaker and National Grid Electricity Transmission Plc agree that

where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid Electricity Transmission Plc and/or other enactments relied upon by National Grid Electricity Transmission Plc as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) (5) Any agreement or consent granted by National Grid Electricity Transmission Plc under paragraph 10 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

7.8. b(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid Electricity Transmission Plc to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid Electricity Transmission Plc in accordance with sub-paragraph (2) to (5).

(2) (4) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid Electricity Transmission Plc advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid Electricity Transmission Plc reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid Electricity Transmission Plc to its satisfaction (taking into account paragraph 9(1) below) the necessary facilities and rights

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) (2) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid Electricity Transmission Plc may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid Electricity Transmission Plc to use its compulsory purchase powers to this end unless it elects to do so.

(4) (3) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid Electricity Transmission Plc and the undertaker.

(5) (4) National Grid Electricity Transmission Plc must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid Electricity Transmission Plc of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

8.9. e(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid Electricity Transmission Plc facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for

apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National and must be no less favourable on the whole to National Grid Electricity Transmission Plc than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid Electricity Transmission Plc.

~~(1)~~(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid Electricity Transmission Plc than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter may be referred to arbitration in accordance with paragraph 16 (*Arbitration*) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid Electricity Transmission Plc as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

9. ~~10.~~ ~~(1)~~ Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid Electricity Transmission Plc a plan of the works to be executed and seek from National Grid Electricity Transmission Plc details of the underground extent of their electricity assets.

~~(2)~~(1) In relation to specified works the plan to be submitted to National Grid Electricity Transmission Plc under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.
- (h) a ground monitoring scheme, where required.

~~(3)~~(2) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing; -

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;
- (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid Electricity Transmission Plc's engineers; and
- (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

(4) ~~(3)~~ The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid Electricity Transmission Plc has given written approval of the plan so submitted.

(5) ~~(4)~~ Any approval of National Grid Electricity Transmission Plc required under sub-paragraphs (4)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs ~~(6)~~ or (8); and,

(b) may be given subject to such reasonable requirements as National Grid may have in connection with the safe and efficient construction, commissioning, operation and maintenance of the North Humber to High Marnham Project

(b) ~~(c)~~ (8): and must not be unreasonably withheld.

(6) ~~(5)~~ In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid Electricity Transmission Plc may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) ~~(6)~~ Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid Electricity Transmission Plc and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs

(5) ~~(6)~~ or (8) by National Grid Electricity Transmission Plc for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid Electricity Transmission Plc will be entitled to watch and inspect the execution of those works.

(8) ~~(7)~~ Where National Grid Electricity Transmission Plc requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid Electricity Transmission Plc's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid Electricity Transmission Plc shall give notice its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) ~~(8)~~ If National Grid Electricity Transmission Plc in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 8(2).

(10) ~~(9)~~ Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

~~(10)~~ The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid Electricity Transmission Plc notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and

comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid Electricity Transmission Plc's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

Expenses

~~11.~~ 11.1 Save where otherwise agreed in writing between National Grid Electricity Transmission Plc and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid Electricity Transmission Plc within 30 days of receipt of an itemised invoice or claim from National Grid Electricity Transmission Plc all charges, costs and expenses

reasonably anticipated within the following three months or reasonably and properly incurred by National Grid Electricity Transmission Plc in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid Electricity Transmission Plc in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid Electricity Transmission Plc as a consequence of National Grid Electricity Transmission Plc;
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 8(3); or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid Electricity Transmission Plc;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 16 (*arbitration*) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid Electricity Transmission Plc in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid Electricity Transmission Plc any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

12.— ~~§(1)~~ Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid Electricity Transmission Plc, or there is any interruption in any service provided, or in the supply of any goods, by National Grid Electricity Transmission Plc, or National Grid Electricity Transmission Plc becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from National Grid Electricity Transmission Plc the cost reasonably and properly incurred by National Grid Electricity Transmission Plc in making good such damage or restoring the supply; and
- (b) indemnify National Grid Electricity Transmission Plc for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid Electricity Transmission Plc, by reason or in consequence of any such damage or interruption or National Grid Electricity Transmission Plc becoming liable to any third party and including STC Claims or an Incentive Deduction other than arising from any default of National Grid Electricity Transmission Plc.

(2) The fact that any act or thing may have been done by National Grid Electricity Transmission Plc on behalf of the undertaker or in accordance with a plan approved by National Grid Electricity Transmission Plc or in accordance with any requirement of National Grid Electricity Transmission Plc or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid Electricity Transmission Plc fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid Electricity Transmission Plc, its officers, servants, contractors or agents;
- (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Grid Electricity Transmission Plc as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article [x] *consent to transfer benefit of Order*) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 12; and/or
- (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable;

(4) National Grid Electricity Transmission Plc must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) National Grid Electricity Transmission Plc must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Grid Electricity Transmission Plc must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid Electricity Transmission Plc's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid Electricity Transmission Plc's control and if reasonably requested to do so by the undertaker National Grid Electricity Transmission Plc must provide an explanation of how the claim has been minimised, where relevant.

(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised works on any land owned by National Grid Electricity Transmission Plc or in respect of which National Grid Electricity Transmission Plc has an easement or wayleave for its apparatus or any other interest or to carry out any works within [15] metres of National Grid Electricity Transmission Plc's apparatus until the following conditions are satisfied:

- (a) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same to the undertaker in writing; and
- (b) unless and until National Grid Electricity Transmission Plc is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Grid Electricity Transmission Plc that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid Electricity Transmission Plc has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with 12(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Grid Electricity Transmission Plc from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

13. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid Electricity Transmission Plc and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid Electricity Transmission Plc in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

14. (1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid Electricity Transmission Plc requires the removal of apparatus under paragraph 8(2) or National Grid Electricity Transmission Plc makes requirements for the protection or alteration of apparatus under paragraph 10, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid Electricity Transmission Plc's undertaking and National Grid Electricity Transmission Plc shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid Electricity Transmission Plc's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

15. If in consequence of the agreement reached in accordance with paragraph 7(1) or the powers granted under this Order the access to any apparatus **or the North Humber to High Marnham Project** is materially obstructed, the undertaker must provide such alternative means of access to such apparatus **or to the North Humber to High Marnham Project** as will enable National Grid Electricity Transmission Plc to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

16. Save for differences or disputes arising under paragraph 8(2), 8(4) 9(1) and 10 any difference or dispute arising between the undertaker and National Grid Electricity Transmission Plc under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid Electricity Transmission Plc, be determined by arbitration in accordance with article [●] (*arbitration*).

Notices

17. Notwithstanding article [] (service of notices), any plans submitted to National Grid Electricity Transmission Plc by the undertaker pursuant to paragraph 10 must be submitted using the LSBUD system (<https://lsbud.co.uk/>) or to such other address as National Grid Electricity Transmission Plc may from time to time appoint instead for that purpose and notify to the undertaker in writing.