

PLANNING ACT 2008

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

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

RESPONSE TO CAH1 AND ISH3 ACTION POINTS

ON BEHALF OF

nationalgrid

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

Compulsory Acquisition Hearing 1

Action for NGET	NGET Response
<p><i>With reference to [REP3-053], under 'Acquisition of land' in paragraph 6(2), explain further how "...unless otherwise agreed in writing with..." would operate.</i></p>	<p>Paragraph 6(2) provides that the Applicant must not acquire any land forming part of the North Humber to High Marnham Project unless otherwise agreed in writing with National Grid Electricity Transmission Plc ("NGET"). The operation of the "agreement in writing" mechanism is governed by the following framework within the Protective Provisions ("PPs"): </p> <p>(a) Obligation to seek agreement: The Applicant is required to seek NGET's written agreement before acquiring any such land. This reflects the need to protect NGET's ability to deliver the North Humber to High Marnham Project without interference from the Applicant's exercise of compulsory acquisition powers.</p> <p>(b) NGET's agreement not to be unreasonably withheld or delayed: Paragraph 6(2) expressly provides that NGET's agreement must not be unreasonably withheld or delayed. This obligation is reinforced by the general duty of co-operation in paragraph 14(2), which confirms that whenever NGET's consent, agreement or approval is required in relation to plans, documents or other information submitted by the Applicant, or the taking of action by the Applicant, it must not be unreasonably withheld or delayed.</p> <p>(c) Duty to co-operate: Paragraph 14(1) imposes a positive obligation on both parties to use their best endeavours to coordinate the execution of works in the interests of safety and the efficient and economic execution of the authorised works, taking into account the need to ensure the safe and efficient operation of NGET's undertaking. This duty of co-operation underpins the agreement process and requires both parties to engage constructively.</p> <p>(d) Dispute resolution: In the event that the parties are unable to reach agreement, the matter can be referred to arbitration. Paragraph 16 provides that any difference or dispute arising between the Applicant and NGET under this Part of the Schedule must, unless otherwise agreed in writing, be determined by arbitration in accordance with the arbitration provisions of the Order. This ensures that neither party can frustrate the process by unreasonably refusing to engage.</p> <p>In summary, the mechanism operates as follows: (i) the Applicant must seek NGET's written agreement before acquiring any North Humber to High Marnham Project land; (ii) NGET must consider any such request and cannot unreasonably withhold or delay its agreement; (iii) both parties are obliged to co-operate and use best endeavours to resolve any</p>

Action for NGET	NGET Response
	issues; and (iv) if agreement cannot be reached notwithstanding these obligations, the dispute can be determined by arbitration, thereby ensuring that the process cannot be indefinitely blocked by either party.

Issue Specific Hearing 3

Action for NGET	NGET Response
<p><i>Confirm whether the proposed protective provisions for North Humber to High Marnham would trigger the tests in sections 127 & 138 of the Planning Act 2008.</i></p>	<p>NGET accepts that, in principle, neither section 127 nor section 138 is triggered by the PPs sought in respect of NHHM (as distinct from NGET's existing infrastructure and land, in relation to which those provisions are engaged). However, NGET submits that the fact that sections 127 and 138 are not engaged in relation to the future infrastructure PPs is not a reason in principle not to recommend those provisions. The Secretary of State has recently imposed equivalent PPs on two occasions (Awel y Môr and Mona), demonstrating that there is no prohibition on doing so.</p>
<p><i>Parties to advise on how improved engagement with local residents will be taken forward.</i></p>	<p>NGET takes engagement with local residents and other stakeholders very seriously, both in relation to its own projects and its interactions with other projects. This extensive engagement and working with the local community is something that NGET is experienced in doing as a responsible statutory undertaker and developer. Indeed, the development of projects such as North Humber to High Marnham does take considerable time in part because of the extensive nature of that engagement work.</p> <p>As set out in NGET's Deadline 3 submission (REP3-053) at paragraph 2, NGET has undertaken the following consultation in respect of the North Humber to High Marnham Project:</p> <p>(a) Non-statutory consultation between 1 June and 27 July 2023;</p> <p>(b) Localised non-statutory consultation between 9 July and 6 August 2024; and</p> <p>(c) Statutory consultation between 18 February and 15 April 2025.</p> <p>Following close of statutory consultation in April 2025, NGET made some changes to the draft Order Limits as a result of review of consultation feedback, ongoing stakeholder engagement and assessment work. NGET has therefore undertaken targeted landowner consultation on these changes between 14 January and 11 February 2026. There</p>

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	<p>were also a number of other targeted landowner consultation exercises during 2025.</p> <p>In addition, NGET has issued regular Community Update Newsletters in Autumn 2024, September 2025 and January 2026, as well as maintaining a project website that is regularly updated and communication channels which remain open and monitored. There has also been informal engagement with landowners and other stakeholders throughout the lifetime of the project.</p> <p>NGET will continue to provide Community Update Newsletters, maintain an up to date project website and project communication channels through to the submission and examination of its DCO application. As stated in NGETs Outline Code of Construction Practice ("CoCP") published at its NHHM Statutory consultation, NGET will continue engagement and provide updates to local communities during construction of the project. An extract of the CoCP is included as an Annex to this Response¹. Local residents, landowners and other stakeholders will of course also have an opportunity to participate in the examination of the North Humber to High Marnham DCO.</p>

¹ Extract of section 1.4 of Volume 3 Appendix 4.1 Outline Code of Construction Practice appended to the NHHM Preliminary Environmental Information Report (February 2025) available online here: <https://www.nationalgrid.com/document/153861/download>

ANNEX

1.4 Community Engagement and Public Information

- 1.4.1 The Contractor will implement a system for the provision of information to local residents and occupiers about the works. It is anticipated that a community relations team will be appointed to provide dedicated community relations and external communication support during construction. The information to be provided to local residents will be specific to the works to be carried out, describing the nature of the works, the location and extent of the works, the duration of works and the hours to be worked.
- 1.4.2 Local residents will be informed of the commencement and likely duration of the construction work activities through a letter drop. It is anticipated that the letter(s) will be tailored to a specific area and reflects the works to be carried out and the duration of works. The letter will include a contact telephone number, which is assumed to be manned at all times that construction activities are being undertaken on site.
- 1.4.3 The name and contact details for the Project will be displayed at the entrance to the main site compounds. This will include an emergency telephone number. In addition, it is anticipated that details of the works, including contact details, will be provided to relevant community groups, such as the local parish councils and landowners before work commences.
- 1.4.4 It is anticipated that a free telephone Project helpline and project website will be maintained and managed by the National Grid community relations team. The Project helpline and website information will be displayed on boards placed in appropriate locations where they will be visible to the public. The telephone number and Project website details will be provided to the local authorities and other relevant parties.
- 1.4.5 The community relations team will record the details of any complaints and how these are to be investigated and appropriately managed.