

PLANNING ACT 2008

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

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

WRITTEN SUMMARY OF ORAL SUBMISSIONS

ON BEHALF OF

nationalgrid

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

COMPULSORY ACQUISITION HEARING 1 – 11 FEBRUARY 2026

Introduction

1. This written summary of oral submissions at CAH1 is submitted on behalf of National Grid Electricity Transmission Plc ("**NGET**") in respect of the Development Consent Order ("**DCO**") application for the proposed Steeple Renewables Project ("**Project**") made by Steeple Solar Farm Limited ("**Applicant**").
2. NGET owns, operates and maintains the high-voltage electricity transmission network in England and Wales ("**NETS**"). The transmission system transports large amounts of energy across the country, connecting energy generators with distribution systems which take energy on to homes and businesses across England and Wales. NGET operates under a transmission licence issued by the Office of Gas and Electricity Markets ("**Ofgem**") and is subject to regulation by Ofgem and to its duties under the Electricity Act 1989.
3. These submissions should be read in conjunction with NGET's relevant representation (RR-049), submissions at Issue Specific Hearing ("**ISH**") 1, submissions at Deadline 2 (REP2-069) and submissions at Deadline 3 ("**D3 Submissions**") (REP3-053).

Protective Provisions

4. NGET confirmed that at Deadline 3 it had provided the Examining Authority ("**ExA**") with a marked-up version of the Applicant's suggested protective provisions ("**PPs**"). The amendments sought by NGET fall into two categories: first, amendments relating to the protection of existing NGET infrastructure (primarily in relation to insurance and security); and secondly, amendments which relate directly to the North Humber to High Marnham project ("**NHHM**").
5. Given that the significant issue in terms of the PPs related to NHHM, NGET addressed the ExA on three preliminary matters of context before turning to the detail of the PP drafting: the need for NHHM; the evolution of the NHHM project; and the principle of imposing PPs in respect of NHHM.

Need for NHHM

6. There is an extensive programme of works currently underway to deliver an upgrade of the NETS, known as the Great Grid Upgrade. NHHM is fundamental to that programme and is arguably existential as regards the continuing ability of the United Kingdom to transfer electricity from generating stations to consumers. The Great Grid Upgrade is necessitated by the shift from fossil fuel generation to renewable energy sources, both onshore and offshore, and also in terms of interconnectors. It is imperative if the UK is to meet its climate targets and Net Zero 2050.
7. In particular, boundary reinforcement measures are required to improve capacity at what are, in essence, bottlenecks or pinch points in the NETS. As set out in NGET's D3 Submissions, NESO's Electricity Ten Year Statement and the Government's Clean Power 2030 Action Plan both recognise the need for additional boundary capability. There are 17 major projects forming part of the Great Grid Upgrade, of which NHHM is one.
8. NHHM is a nationally significant infrastructure project ("**NSIP**") comprising approximately 90km of overhead line stretching from a substation west of Cottingham down to High Marnham in Nottinghamshire. It will increase capacity at Boundary B8, where the anticipated deficit is 11.7GW. Multiple projects are needed to address that deficit, and NHHM will provide more than 6GW of additional capability across the B8 boundary, a very significant contribution.
9. In addition, NHHM will directly enable generation from particular sources. In particular, NHHM is an integral part of the connection offer for Dogger Bank South offshore wind farm. Put shortly, Dogger Bank South, which is expected to deliver in the order of 2.9 to 3GW of power, cannot begin generation without NHHM first having been commissioned. The position is further summarised in the D3 Submissions at paragraph 12 and following.
10. NHHM is self-evidently of fundamental national significance and benefits from policy support in the National Policy Statements EN-1 and EN-5 as a critical national priority. Importantly, NHHM is not

an aspirational, notional or potential scheme anticipated for medium or long-term delivery. The application for a DCO in respect of NHHM is scheduled for submission in Q3 2026.

11. It is, of course, recognised by NGET that the Steeple Renewables Project is itself nationally significant infrastructure which also benefits from policy support as a critical national priority. However, without NHHM, the wider national objective, and indeed legal obligation, of decarbonising UK power generation will be fundamentally undermined. NGET cannot allow this Project, or indeed any project, to frustrate delivery of infrastructure which will provide the capability to connect ten times the amount of generating capacity offered by the Steeple Renewables Project.
12. The fact that NHHM is not infrastructure that will serve the Steeple Renewables Project directly, and that there is no functional reliance of the Steeple Renewables Project on NHHM, is nothing to the point. National policy is not concerned with the delivery of only one generating project, but with multiple projects and the necessary infrastructure required to serve them.

Evolution of the NHHM Project

13. NGET has been developing proposals for NHHM for several years. Key milestones are identified in paragraph 2 of the D3 Submissions. Preliminary work was being undertaken in at least 2021 and 2022, prior to the publication of the Strategic Options Report in 2023. Non-statutory consultation took place in June and July 2023. Notably, this was before the Steeple Renewables Project was publicly active; informal consultation on the Steeple Renewables Project began in November 2023. NGET sought engagement with the Applicant at that point.
14. NGET has, for a period of years, been seeking to engage with both the Applicant and the landowner, the Sturton Estate. Landowner engagement began in May 2023 and engagement with the Applicant began in November 2023. A schedule of that engagement is set out in the D3 Submissions at paragraph 10.
15. Regrettably, engagement with the Applicant has until recently been somewhat frustrating, as the only responses received from the Applicant was that NHHM should avoid the Steeple Renewables Project entirely. That position was not constructive, as some form of interaction between NHHM and the Steeple Renewables Project was highly likely. More recently, there has been a series of meetings between the development director of the Applicant and the project director of NHHM within NGET, as well as a meeting between engineers on 27 January 2026. Substantive engagement is now taking place, which is all to the good. The regret is that this substantive engagement did not take place earlier.
16. The selection of route alignment for NHHM is a process that has had to address multiple potential impacts, embracing environmental and socio-economic considerations. The interaction with the Steeple Renewables Project is only one of those multiple considerations. The factors upon which the Applicant focuses are, in a sense understandably, somewhat narrow, being concerned with its own commercial interests. NGET's position is necessarily far more complex and nuanced, having regard to a whole range of considerations which NGET has had to take into account when selecting its route alignment. Those considerations are set out in the D3 Submissions.

Principle of Protective Provisions in Respect of NHHM

17. Turning to the principle of PPs in respect of NHHM, NGET is seeking PPs in respect of a significant piece of infrastructure which is not yet constructed. However, the statutory process for NHHM is well advanced and the DCO application is due to be submitted in Q3 2026, which is to say before the making of any DCO in respect of the Steeple Renewables Project.
18. NGET has provided the ExA with two precedents where equivalent PPs have been imposed on other DCOs to protect infrastructure not yet constructed, namely the Awel y Môr and Mona offshore wind farm DCOs. In truth, however, there is no need for such precedents. NGET submits that irrespective of those precedents, as a matter of sound policy, the PPs sought in respect of NHHM should be imposed, having regard to the critical need for the vital infrastructure which NHHM represents. NPS EN-1 and EN-5 recognise that the infrastructure required to enable the UK to

deliver on its climate change obligations and targets is a critical national priority. PPs to safeguard delivery of NHHM represent a sound application of that policy. On that basis, NGET submits that the justification for those PPs is self-evident.

19. The response of the Applicant on this point of principle is essentially twofold, and NGET submits that neither element has substance.
20. First, the Applicant has said that the Viking CCS DCO provides a precedent for a decision on the part of an ExA and the Secretary of State to refuse to grant PPs in respect of future infrastructure. NGET submits that it does no such thing. The decision in the Viking context was necessarily fact-sensitive. The examination in respect of Viking was conducted during 2024, running from March to September 2024, with the ExA's report dated December 2024. At that time, NGET was seeking PPs in respect of two emerging projects, one of which was NHHM. The position of the applicant in that case, as set out at paragraph 6.8.25 of the ExA's report, was that the submission dates for the DCO applications were still some time away, and that it would therefore be inappropriate for PPs to be included. That position was accepted by the ExA and adopted by the Secretary of State. However, at that time, NHHM had not even commenced statutory consultation. Statutory consultation for NHHM commenced in February 2025. We are now in February 2026. Submission of the DCO application is not a distant prospect; it is a short-term prospect, scheduled for Q3 2026. That is an entirely different proposition from that which confronted the ExA and the Secretary of State when determining the position in respect of Viking.
21. Secondly, the Applicant has said that the Awel y Môr and Mona decisions are distinguishable on the basis that the offshore wind farms in those cases were themselves functionally reliant on the NGET infrastructure proposed to be constructed. Whilst that is factually correct, NGET submits that the distinction is entirely artificial and without relevance to the significance of the matter at issue. The fact that a particular development may or may not be functionally reliant on a piece of infrastructure cannot be determinative as to whether or not PPs should be imposed to protect that infrastructure. The determination of that issue must turn on the significance of the infrastructure and the likelihood that it will come forward. NHHM is an extremely significant piece of infrastructure, and it is no longer the distant prospect that it was during the Viking examination in the summer of 2024. In those circumstances, the Awel y Môr and Mona decisions do provide helpful precedent for the principle of PPs being included in respect of future infrastructure. However, NGET goes further and submits that no such precedent is required. It is simply a matter of sound policy. The position in respect of Viking is entirely beside the point and turns on its own facts.

Detail and Drafting of the Protective Provisions

22. Turning to the detail and drafting of the PPs, NGET confirmed that the amendments to the Applicant's suggested PPs which sit outside of the NHHM issue are largely updates by reference to NGET's standard template provisions. These are not bespoke provisions for this particular DCO but are the protections that NGET would seek for its infrastructure in respect of any DCO. The substantive points made by NGET are set out below.

Paragraph 3 – Interaction with the North Humber to High Marnham Project

23. This is a new provision which NGET submits should govern the interaction between the Steeple Renewables Project and NHHM. It has been taken in large part from the equivalent provisions in the Awel y Môr and Mona DCOs, adapted to the context of the Steeple Renewables Project.

Paragraph 6 – Acquisition of Land

24. Paragraph 6(1) is an existing provision which precludes the exercise of compulsory acquisition powers by the Applicant over existing NGET infrastructure absent NGET's agreement. There is no dispute as to the principle of this provision. NGET has added at paragraph 6(2) an equivalent protection in respect of NHHM, precluding the acquisition of land forming part of the NHHM Site without NGET's prior written agreement. NGET noted two typographical errors in its marked-up version: the reference to "National Grid" should read "National Grid Electricity Transmission Plc", and the reference to "project" should read "Site".

Paragraph 9 – Retained Apparatus

25. At paragraph 9(11), a new addition from NGET's standard template requires the undertaker, at all times when carrying out works authorised under the order, to comply with any policies for developing overhead lines and with HSE guidance. NGET does not anticipate that this will be controversial.

Paragraph 12 – Indemnity

26. The substantive additional sub-paragraphs are 12(7)(a) and 12(7)(b). The effect of these provisions is twofold. Firstly, there must be acceptable insurance on the part of any undertaker carrying out works within 15 metres of NGET apparatus. Secondly, there must also be a parent company guarantee constituting acceptable security. This is because insurance, whilst it may cover a very substantial amount, is highly unlikely to cover absolutely everything. The financial consequences of damage caused to NGET infrastructure, whether by the undertaker or its contractors, are potentially extremely significant. Accordingly, NGET requires both acceptable insurance and acceptable security to be in place.
27. These are standard provisions which NGET seeks in the context of any DCO. To the extent that the ExA wishes to see precedents where these provisions have been included in other DCOs, NGET is able to provide them.

Agreement of Protective Provisions and Next Steps

28. NGET acknowledged that, because there has been significant engagement on the NHHM issue, the PPs relating to existing infrastructure have taken something of a backseat. NGET does not anticipate any significant difficulty in reaching agreement on the appropriate wording for PPs relating to existing infrastructure within the currency of the examination.
29. As regards NHHM, NGET submits that it would be desirable for the parties to undertake discussions on a without prejudice basis to agree provisional wording for the NHHM PPs, such that if the decision in terms of principle went in NGET's favour, those provisions could be included effectively by agreement; and if the decision were not in NGET's favour, they would not be included.