

**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**

**ISSUE SPECIFIC HEARING 3 – 13 FEBRUARY 2026**

## Introduction

1. This written summary of oral submissions at Issue Specific Hearing ("**ISH**") 3 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 the Applicant.
2. NGET owns, operates and maintains the high-voltage electricity transmission network in England and Wales ("**NETS**"). NGET operates under a transmission licence issued by the Office of Gas and Electricity Markets ("**Ofgem**") and is subject 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 ISH1, submissions at Deadline 2 (REP2-069) and, in particular, its submissions at Deadline 3 ("**D3**") (REP3-053), which address in detail the matters raised at ISH3.
4. ISH3 addressed, under Agenda Item 6, the interaction between the Project and NGET's proposed North Humber to High Marnham project ("**NHHM**"), including the protective provisions ("**PPs**") sought by NGET.
5. NGET's submissions at ISH3 addressed three principal matters:
  - (a) the extent of interaction between NHHM and the Project;
  - (b) alternatives and route selection; and
  - (c) the principle of and justification for PPs in respect of future infrastructure.

## Extent of Interaction

6. NGET submitted that the extent of the interaction between NHHM and the Project is not as significant as asserted by the Applicant or the landowner. This matter is addressed in detail in NGET's D3 submissions at paragraphs 21 and following.
7. The land affected on a temporary basis amounts to approximately 100 acres, which is less than 5% of the Project's development area. Only 37 acres, representing less than 1.7% of the Project's development area, would be required permanently.
8. The Applicant's assertion in its Deadline 2 ("**D2**") submissions that 124 acres would be sterilised is not accepted by NGET and is not, in fact, evidenced. Of the area said to be "sterilised", some 87 acres (approximately 70%) are acknowledged by the Applicant not to be directly affected by NHHM. Those areas are described by the Applicant as being "stranded" between the proposed NHHM route and the railway line, so as to make them "inefficient" to develop. NGET submits that the term "inefficient" is almost meaningless in this context: the Applicant has not said that development of those areas would be unviable, merely that it would prefer that delivery was not complicated by NHHM. That is understandable, but it cannot be in any sense determinative and should attract very limited weight, given the national imperative that NHHM be delivered.
9. NGET further submits that the Applicant's position on the extent of interaction is overstated in three respects. First, in terms of physical extent, the reality of how much land is permanently required is modest, and NGET frequently permits solar panels to be installed underneath and in close proximity to overhead lines. Second, in terms of financial loss, the figures used in the Applicant's D2 submissions rely on gross revenue figures for lost generation rather than profit and accordingly cannot be relied upon. Third, in terms of delay, NGET submits that the Applicant's contention that it would miss its grid connection deadline is based on a false premise, namely that NHHM land would be entirely inaccessible from the moment compulsory acquisition powers are activated until NHHM construction is completed. That is simply not realistic.
10. NGET submits that any issues regarding access and construction sequencing are eminently capable of being overcome by discussions and cooperation regarding coexistence. If this presents a problem for the Applicant, it is at present a problem of the Applicant's own making, given that

substantive engagement on coexistence has only recently commenced. NGET's D3 submissions at paragraphs 29 to 32 explain the design measures NGET has already proposed in order to minimise land take and disruption. NGET, which is not a commercial competitor of the Applicant, has no interest or incentive in delaying the Applicant's scheme and will pay compensation where required. This point should therefore carry no weight.

### **Route Selection and Alternatives**

11. NGET submits that the route selection process for NHHM is necessarily a sophisticated and iterative process. The route selection process has had to address multiple potential impacts, embracing environmental, socio-economic and heritage considerations, as well as the programming needs of NGET. The interaction with the Project is only one of multiple considerations and extends for approximately two kilometers of the total 90 kilometer extent of NHHM. The focus of the Applicant and the landowner on their own commercial interests is understandable but necessarily narrow; NGET's position is more complex and more nuanced, as set out in the D3 submissions at paragraphs 33 to 48.
12. NGET notes that, contrary to what was suggested at the hearing by the landowner, NGET has engaged with both the Applicant and the landowner (the Sturton Estate) for a considerable period of time. Engagement with the Applicant began in November 2023, only a month after the Project was made public, and engagement with the landowner began in May 2023. The schedule of engagement is set out at paragraph 10 of the D3 submissions. The engagement with the Applicant was, however, frustrating, since the only response from the Applicant had, until recently, been that NHHM should avoid the Project entirely. There was no substantive engagement by the Applicant as to coexistence until 2026.
13. The evolution of the route selection demonstrates that NGET has considered multiple alignment options in the vicinity of the Project. In 2023, the Corridor Preliminary Routeing and Siting Study identified four corridors across the 90 kilometre route; the graduated swathe for the preferred western corridor overlapped the Project, although at that time the Project was not in the public domain. In July 2024, a localised consultation identified an eastern corridor as a potential alternative. In February 2025, the route shown at statutory consultation drew from both the eastern and western corridors.
14. In respect of the change requests made by the Applicant and the landowner, NGET submits as follows:
  - a. The change requests made in the summer of 2025 by the landowner are addressed in the D3 submissions at paragraphs 43 to 45, NGET worked up three options that seek to address feedback received at statutory consultation and appraised them through its established design change control process, which has its own governance procedures and draws on input from a wide range of disciplines. That process was followed, and the Applicant was informed that NGET had opted not to select any of those options, because neither proposed alternative was preferable to the proposed alignment. It should be noted that feedback received from the Applicant in the summer of 2025 remained that NGET should avoid the Project entirely.
  - b. The change request made in December 2025, addressed in the D3 submissions at paragraphs 46 to 48, and referred to in the Applications Deadline 2 response (REP2-052 Part 2) was made very late in the day. NGET was presented with a single line on a map. This represented a change in position for the Applicant because, unlike the earlier requests, it did not seek to avoid the Project's order limits entirely; they were, on their own case, accepting some overlap.
  - c. NGET is still in the process of considering the December 2025 request, following its proper procedure, which includes drawing up a full plan with tower and stringing positions, access roads and limits of deviation. NGET's policy is to give the full decision to the landowner first before publicly announcing it, and a meeting was arranged for 23 February 2026 at which

the landowner will be informed of the outcome. It is therefore not the case, as suggested by the landowner, that NGET has failed to engage with the December change request.

- d. The preliminary observations on the December 2025 request, as set out in the D3 submissions at paragraph 47, include that the proposed route passes in very close proximity to residential properties (which would probably be oversailed), oversails an animal care facility, traverses elevated ground giving rise to landscape concerns, would require the undergrounding of a 132kV overhead line, and passes within approximately 200 metres of a Scheduled Monument. These are high-level examples of the type of issues that arise when a line is drawn on a plan without the more sophisticated analysis that NGET's route selection process demands.
15. NGET submits that much of what was said at ISH3 on behalf of the landowner was not evidenced, was inaccurate, or was duplicative of the Applicant's submissions. In particular, the future developments referred to by the landowner are either not interactions with NHHM (in the case of the STEP fusion project, which has no footprint overlap) or are inchoate and unknown (in the case of the data centre and STEP associated development). NGET notes that the Parish Council and members of the public confirmed at the hearing that they had not previously heard of the proposed data centre.

### **Principle of Protective Provisions**

16. NGET's case on the principle of the PPs is set out in the D3 submissions at paragraph 49 and following, and in Table 2 thereof. NGET seeks PPs in respect of infrastructure not yet built. The statutory process for applying for a DCO in respect of NHHM is well advanced, and the application is to be submitted in Q3 2026 (that is, before any DCO is likely to be granted in respect of the Project).
17. NGET has provided the Examination with two precedents where equivalent PPs have been imposed: the Awel y Môr and Mona Offshore Wind Farm DCOs. These precedents demonstrate, as a matter of principle, that it is open to the Examining Authority ("**ExA**") to recommend, and to the Secretary of State to impose, PPs in respect of infrastructure not yet built.
18. The justification for such PPs is, in NGET's submission, self-evident, given the manifest need for the infrastructure in question. It is also a matter of sound policy, enabling holistic planning, as recognised in NPS EN-1 at paragraph 4.11 and NPS EN-5 at paragraph 2.7.
19. The Applicant's response to NGET's case on PPs has been twofold. Neither element has substance:
- a. First, the Applicant contends that the Viking CCS DCO provides a precedent for the ExA and Secretary of State to refuse NGET protections in respect of NHHM. NGET submits that this is not a correct characterisation of the Viking decision. The Viking examination took place during 2024 (March to September), with the ExA's report in December 2024. At that time, as recorded in the ExA's report at paragraph 6.8.25, the position was that submission dates for NHHM's DCO application were "still some time away", and protection was therefore considered premature. The factual position is now fundamentally different: we are in February 2026, a mere matter of months away from a submission of a DCO application for NHHM, in circumstances where statutory consultation had not even commenced at the time of the Viking examination. It is an entirely different proposition.
  - b. Second, the Applicant contends that the Awel y Môr and Mona precedents are distinguishable because those developments were functionally reliant on substations to be constructed by NGET. NGET submits that this distinction is entirely artificial. The fact that a particular development is functionally reliant on a piece of infrastructure cannot be determinative of whether PPs are imposed to protect that infrastructure. NHHM is critical to the integrity of the transmission system, on which the Project — like all other generators — in fact relies. The Applicant's approach would mean that the biggest, most strategic infrastructure would be the hardest to protect, which cannot be correct.

20. In relation to the Applicant's submissions regarding sections 127 and 138 of the Planning Act 2008, 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 imposed equivalent PPs on two occasions (Awel y Môr and Mona), demonstrating that there is no prohibition on doing so.

### **Way Forward and Coexistence**

21. NGET submits that the two projects can coexist and indeed must coexist. NGET considers that, if the DCO is granted in respect of the Project, the works to deliver the Project can proceed. Cables can be laid across the NHHM corridor. The corridor for NHHM can be left otherwise undeveloped for a relatively short period. Once NHHM has been constructed, the balance of the Project can be delivered, and panels can be installed in the area between the proposed overhead line and the railway. There will be some limited areas of land not available for development by the Project as a result of NHHM, but this will amount to just over 1% of the total site.

22. NGET therefore submits that there is clearly a solution available to the parties, and NGET very much hopes that it will prove fruitful in the very near future.

### **Compensation**

23. As set out in the D3 submissions, NGET commits (and has now put forward a proposal to the Applicant) to paying the Applicant fair compensation in respect of any losses (to be assessed in accordance with the compensation code) actually incurred by the Applicant, including:

- (a) increased construction costs or construction delay which is genuinely consequent on the interface with NHHM; and
- (b) any reduction in the extent of the solar array which is genuinely consequent on the construction or operation of NHHM.