

PLANNING ACT 2008

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

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

COMMENTS ON THE APPLICANT'S

DEADLINE 5 SUBMISSIONS

ON BEHALF OF

nationalgrid

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

Introduction

1. This document sets out NGET's comments on the Applicant's responses to the Examining Authority's Second Written Questions ("**ExA Q2**"), insofar as they relate to NGET and the North Humber to High Marnham Project ("**NHHM**") and their interaction with the Steeple Renewables Project (the "**SR Project**"). It should be read in conjunction with NGET's Relevant Representation (RR-049), its Deadline 3 submissions (REP3-053), its written summaries of oral submissions at CAH1 (REP4-006) and ISH3 (REP4-007), and its own response to ExA Q2.
2. NGET's comments are structured by reference to the relevant questions in ExA Q2. Where NGET has no comment on a particular question or the Applicant's response to it, no entry appears below.

Q7.2.1 – Consideration of NHHM Project

3. The ExA asked the Applicant to explain the extent to which the Proposed Development had sought to accommodate the NHHM Project as part of its site selection and iterative design process. The Applicant's response sets out a chronology of the evolution of NHHM and contends that there was at no stage any reason for the Applicant to consider alternative sites or to amend its design to accommodate the NHHM route.
4. NGET considers the Applicant's response to be misleading in several material respects.

The Applicant's characterisation of the "graduated swathe"

5. The Applicant states that at the time of the 2023 non-statutory consultation, NGET's preferred route for NHHM "*lay to the west of the railway line, resulting in only a limited impact with the Proposed Development*" and that "*[a]s such, there was no reason for the Applicant to consider alternative sites or changes to the design or layout of the Proposed Development.*"
6. This is not an accurate characterisation. As NGET has explained in its Deadline 3 submissions (REP3-053), the graduated swathe presented at the 2023 non-statutory consultation extended across the full width of the emerging preferred corridor. The extent of what would later become the SR Project also extended across the full width of the NHHM emerging preferred corridor. It was therefore clear from the outset, almost five months prior to the SR Project's first public consultation, that some level of interaction between the two projects would be unavoidable. The Applicant's suggestion that the interaction was "limited" and could safely be disregarded is inconsistent with the geographic reality.
7. It is correct that the graduated swathe, as presented at non-statutory consultation, indicated a general preference for routing to the west of Sturton le Steeple. However, the graduated swathe is not a route and the Applicant cannot have understood it as such. It is a visual representation at a point in time of the geographical areas within which it might be more appropriate to route the overhead line, taking into account an initial assessment of a range of environmental, heritage, residential and infrastructure constraints. It was not a commitment to any particular alignment.

The Applicant's response to the eastern corridor

8. The Applicant states that during the 2024 localised consultation, NGET presented an eastern corridor as a potential alternative, but that "*NGET's localised consultation made it clear that it had made no decision on whether to progress the eastern or western corridors*" and that "*[i]n circumstances where NGET was simply identifying two potential routes ... with no expressed preference for either option, there was no reason at this stage for the Applicant to consider alternative sites or investigate design amendments.*"
9. NGET submits that this response exposes the fundamental difficulty with the Applicant's position. The Applicant's view appears to be that unless and until NGET committed to a specific route that would directly affect the SR Project, the Applicant had no obligation even to consider the possibility

of interaction. This is not a reasonable approach to co-existence between two nationally significant infrastructure projects. The fact that NGET was consulting on two potential corridors, both of which would substantively interact with the SR Project, was plainly a matter of which the Applicant was aware and in respect of which it ought to have been engaging constructively.

10. As set out in NGET's Deadline 3 submissions (REP3-053), NGET specifically presented the alternative corridor to the Applicant in July 2024 and requested feedback. The Applicant's response, submitted in August 2024, simply objected to the eastern route. There was no engagement as to how the two projects might be designed to co-exist.

The "unheralded route" characterisation

11. The Applicant describes NGET's statutory consultation route as "*a previously unheralded route to the east of and parallel to the railway*" and contends that "*any previous attempts by the Applicant to accommodate the NHHM project would have been worthless as the route now identified by NGET was a new unheralded route.*"
12. NGET does not accept this characterisation. The route presented at statutory consultation drew from both the eastern and western corridors that had already been consulted upon, which the Applicant itself acknowledges. Route selection is inherently iterative, and the alignment presented at statutory consultation was an evolution of the options previously consulted on, informed by consultation feedback, further environmental and technical assessments, and ongoing design work. The suggestion that it was "unheralded" is not correct.
13. In any event, the fact that the alignment evolved does not provide the Applicant with an answer to the ExA's question. The ExA asked the Applicant to what extent it had sought to accommodate the NHHM Project. The Applicant's answer is, in substance, that it did not do so at all, and that it was not required to do so. NGET submits that this is not a satisfactory answer. The Applicant was aware from at least December 2023 that there would be interactions between the two projects. A constructive, responsible developer in the Applicant's position would have sought to engage with NGET on how those interactions could be managed, including by considering whether design amendments might reduce the extent of the interaction. Instead, the Applicant's consistent position was simply that NGET should avoid its project entirely.

The Applicant's position that it was not required to accommodate NHHM

14. The Applicant's overarching position is that "*there can have been no reasonable expectation that it should have revisited its site selection process or amended its layout or design to accommodate NGET's varying proposed routes for the NHHM project.*"
15. NGET does not suggest that the Applicant was required to redesign its entire project. What NGET has consistently sought is constructive engagement as to how the two projects could co-exist, and a willingness on the part of the Applicant to consider design adjustments that could facilitate that co-existence. The Applicant's response to the ExA's question demonstrates that no such engagement was offered. Instead, the Applicant's position, from the outset and throughout, was simply that the NHHM Project should avoid the SR Project entirely. This is acknowledged by the Applicant itself, which states that its position "*was that a reversion to the previously preferred graduated swathe would have fewer impacts*" and that this "*remains the Applicant's position.*"
16. NGET reiterates that the interaction between the two projects extends for approximately two kilometres of the total 90-kilometre extent of NHHM, and that NGET has taken significant steps to minimise land take within the SR Project area. The Applicant's refusal to engage on co-existence, and its insistence that NGET should route around the SR Project entirely, is not a proportionate response to the level of interaction involved.

The Applicant's claim that NGET was "satisfied" with engagement

17. The Applicant places weight on NGET's response to the Applicant's statutory consultation in early 2025, in which NGET "*encourage[ed] the ongoing discussion and consultation between the two parties to be maintained.*" The Applicant characterises this as demonstrating that "*NGET was satisfied that meaningful engagement was taking place between the parties.*"
18. NGET does not accept this interpretation. Encouraging the continuation of discussions does not equate to an endorsement that the quality of engagement to date had been satisfactory. As NGET has set out in detail in its Deadline 3 submissions (REP3-053) and oral submissions at ISH3 (REP4-007), the engagement received from the Applicant was frustrating, consisting primarily of requests that NHHM avoid the SR Project entirely, with no substantive engagement as to co-existence until 2026.
19. In this context, the Applicant's reference to "*meetings between the respective engineering and project management teams as well as engagement at principal level between [REDACTED], RES Development Director – Solar, and [REDACTED] NHHM Project Director*" has the potential to give a misleading impression of the nature and extent of the Applicant's engagement.
20. The principal-level engagement between [REDACTED] and [REDACTED] has taken place only since the commencement of the examination of the SR Project DCO, with the first meeting being on 19 January 2026, and was instigated by NGET, not the Applicant. Similarly, the engineering meeting focused on how the two projects could co-exist has also taken place only since the SR Project examination began.
21. Prior to the examination, the Applicant's engagement was, as NGET has set out in its Deadline 3 submissions (REP3-053), limited to objecting to the NHHM route and insisting that the Project should be avoided entirely. The Applicant's response to ExA Q2 presents these recent, examination-driven developments as though they are representative of its approach to engagement throughout. That is not accurate; indeed, it is positively misleading. The substantive engagement on co-existence that the Applicant now points to is a welcome development, but it has come about as a consequence of the examination process and the scrutiny that has brought. It has also come about as a result of NGET's proactive approach, not as a result of the Applicant's own initiative.

The Applicant's suggestion that NGET's proposals are still at a "formative stage"

22. The Applicant suggests that "*for the statutory and recent consultation to be lawful, they must have been undertaken at a time when the NHHM proposals were at a formative stage and all responses must conscientiously be taken into account in finalizing [sic] the proposals.*"
23. This submission, while correct as a statement of broad principle, does not reflect the requirements for lawful consultation by reference to the particular context, and, in doing so, misrepresents the stage that the NHHM Project has reached.
24. The requirement for lawful consultation in respect of a particular part/section of a project is not that the proposals as a whole must be at a formative stage; it is that the element of the proposals on which the public is being consulted must be at a formative stage at the time of that consultation, such that the views expressed in the course of that consultation can be had regard to and inform project design, where appropriate. That is a narrower and more precise obligation. The fact that NGET consulted at a formative stage on particular elements of the NHHM Project does not mean that the project as a whole remains at a preliminary or early stage of development. Indeed, as the Examination is well aware, that is not the case in respect of NHHM and a DCO application will be submitted later this year.

25. The Applicant also appears to elide two distinct concepts. The obligation to approach consultation with an open mind and to conscientiously take into account the responses received does not mean that NGET cannot have a preferred solution, or that it cannot continue to make progress with the preparation and development of the NHHM Project. NGET can (and does) hold a preferred position whilst remaining genuinely open to representations that might cause it to reconsider. That is what the legal obligation requires. It does not require NGET to treat its proposals as still at a preliminary stage, nor does it follow that there must be scope for fundamental changes to the route alignment.
26. As to the actual stage of the NHHM Project, NGET has undertaken non-statutory consultation (2023), localised non-statutory consultation (2024) and statutory consultation (2025), and is due to submit its DCO application in September 2026, before the application for the SR Project DCO is likely to be determined. NGET has in fact taken the Applicant's representations into account, alongside all other representations received, and has concluded that the currently proposed route is the optimal solution having regard to all material considerations. The Applicant's reliance on the legal requirements for lawful consultation should not be permitted to obscure that position.

Q7.2.2 – Effect of Landowner Alternative Route on Wood Lane Solar Farm

27. The Applicant states that the Landowner Alternative Route ("LAR") would interact with the Wood Lane solar farm, temporarily sterilising 9.5ha and permanently sterilising 4.1ha, but that "*overall the Landowner Alternative Route would result in less energy lost because NGET's statutory consultation route has a greater impact on the energy generation of the Proposed Development than the Landowner Alternative Route would have on the energy generation of the Wood Lane solar farm.*"
28. The Applicant further suggests that NGET's priority should not be to avoid the Wood Lane solar farm because it "*has a capacity of 49.9MWac and in respect of which no development has taken place since permission was granted in 2020*" and that this should give way to avoiding the Proposed Development, which is "*nationally significant with a capacity of 600MWac.*" This characterisation is misleading. There is no suggestion that avoiding the Wood Lane Solar Farm is NGET's "priority". It is one of a number of factors that NGET has taken into account, alongside a range of other environmental, heritage, residential and infrastructure constraints. The Applicant's suggestion that NGET has prioritised the avoidance of Wood Lane Solar over the avoidance of the SR Project is a further example of the reductive approach that the Applicant takes to the task of route selection.
29. NGET has provided the ExA with its own figures for the LAR. The area of permanent sterilisation within the SR Project Order Limits under the LAR would be 20.31 acres (0.93% of the total land). In addition, the LAR would cause an additional 16.81 acres of permanent sterilisation within the consented Wood Lane Solar area. The total area of solar development permanently sterilised (the SR Project and Wood Lane Solar combined) would be slightly higher overall on the LAR than on NGET's preferred route.
30. NGET does not accept the Applicant's suggestion that the impact on Wood Lane Solar can simply be dismissed because that scheme is smaller. It is important to note that the Wood Lane Solar Farm is a consented scheme, benefitting from an extant planning permission that has been implemented, whereas the SR Project is not yet consented. That is plainly relevant to the weight to be given to each scheme in the route selection process.
31. The Applicant's comparison of total generating capacities (49.9MWac for Wood Lane Solar against 600MWac for the SR Project) is also not the correct comparison. The relevant question is the amount of generating capacity that would be affected in each case, not the total capacity of each scheme. The areas of generating capacity affected by the respective routes are broadly similar, and the proportionate effect on the Wood Lane scheme would be significantly greater. The Applicant's approach of comparing total generating capacities is a further example of the kind of narrow analysis that NGET's route selection process does not undertake.

32. The Applicant's assertion that "*no development has taken place*" on the Wood Lane site and that "*the grid connection has now lapsed*" does not mean that the Wood Lane Solar Farm is not relevant. The Wood Lane Solar Farm benefits from an extant planning permission that has been implemented. NGET is unable to confirm whether the Applicant's suggestion that the grid connection "has lapsed" is correct. However, Wood Lane Solar Farm is, and was at the time of the relevant route selection decisions, a consented scheme. That remains a material planning consideration, regardless of the grid connection position. By contrast, the SR Project is not yet consented. It is understandable that the Applicant prioritises its own scheme, but NGET is required to take a broader view when selecting a route for a 90-kilometre overhead line, and it has done so.

Q7.2.3 – Whether the Landowner Alternative Route Would Also Require Protective Provisions

33. The Applicant confirms that the LAR would also require land within the SR Project Order Limits, but contends that, without prejudice to its primary position against protective provisions, if NGET's protective provisions were limited to the area of overlap comprised in the LAR, "*smaller areas of panel arrays would be affected; construction access for the NHHM project would be taken further to the west and so would reduce interaction during construction; and for both of those reasons there would be far less delay to the Proposed Development's design finalisation and construction.*"
34. NGET notes that this response is without prejudice to the Applicant's primary position, which remains that no protective provisions should be imposed in respect of future NGET assets. NGET does not accept that the LAR represents a superior outcome when all material considerations are taken into account. As set out in NGET's Deadline 3 submissions (REP3-053), the LAR routes in close proximity to residential properties (including a likely oversail), oversails an animal care facility, traverses elevated ground, would require the undergrounding of a 132kV overhead line, and is the closest of all options appraised to the Scheduled Monument Church of St Helen's.
35. The suggestion that the solution to the interaction between the two projects is simply to move the NHHM route, without any regard to the consequences for other constraints, is not a reasonable approach to route selection.

Q7.2.6 – Need for Protective Provisions

36. The Applicant's response to this question reiterates its position that "*it is not appropriate to include protective provisions for the protection of future NGET assets on the face of the Steeple Renewables DCO*" and that "*the appropriate procedure is for NGET to seek the necessary compulsory acquisition powers through its own DCO application in due course.*"
37. The Applicant further contends that it is "*not appropriate for NGET, in practical terms, to safeguard or seek to compulsorily acquire land by the back door through protective provisions on this DCO without having established a case for doing so in the public interest.*"
38. NGET has addressed this point in detail in its own response to Q7.2.6 and does not repeat the entirety of that response here. However, NGET makes the following observations on the Applicant's submission.
39. First, the characterisation of the protective provisions as "compulsorily acquiring land by the back door" is incorrect. The protective provisions do not confer compulsory acquisition powers on NGET. They establish a framework for consultation, cooperation and dispute resolution between the two projects. The obligation under paragraph 6(2) of the proposed protective provisions requires NGET's agreement before the Applicant acquires land forming part of the NHHM Site, with such agreement not to be unreasonably withheld or delayed. This is a protective mechanism, not a compulsory acquisition power.

40. Second, the Applicant's suggestion that leaving the matter to the NHHM examination is the "appropriate procedure" would increase uncertainty for both projects. If protective provisions are not included in the SR Project DCO, the Applicant will need to wait until the conclusion of the NHHM examination before knowing how its project will be affected. Resolving the issue now, through protective provisions that establish a process for managing the interface, is in the interests of both projects and is consistent with sound planning.
41. Third, deferring the issue to the NHHM examination creates programme and construction risk for both projects. If solar panels are constructed within the NHHM draft Order Limits before the interface is resolved, they would need to be removed prior to NHHM construction, causing disruption and delay to both projects. Site access infrastructure, if not co-ordinated, would require upgrading. The Applicant's construction compound is currently located within the NHHM draft Order Limits and, without co-ordination, would also need to be removed. These are practical consequences that would be avoided, or substantially reduced, if the interface between the two projects were resolved now through protective provisions rather than left to be addressed through the NHHM examination at a later date.
42. Fourth, the Applicant's position that imposing protective provisions would "*pre-judge the case for confirmation of any CA powers in favour of NHHM*" is not accepted. This submission is misconceived for two reasons. First, the protective provisions do not grant any compulsory acquisition powers to NGET. Nothing in the nature of protective provisions confers any right to acquire land. The protective provisions are intended to provide a framework for co-existence, including mechanisms for consultation, cooperation and dispute resolution. These are not functions that can be performed through a compulsory acquisition process, which is concerned with the acquisition of interests in land rather than the ongoing management of the interface between two nationally significant infrastructure projects. Second, there is simply no reason why the imposition of protective provisions by the Examining Authority and Secretary of State in this DCO would prejudice a decision by a separate examining authority or the Secretary of State at a later point on whether to grant compulsory acquisition powers in respect of the NHHM Project. The two decisions are distinct. The grant of protective provisions in the SR Project DCO places no constraints on the examining authority or the Secretary of State when determining any future NHHM DCO application, and does not relieve NGET of the obligation to make out a compelling case in the public interest at that stage.

Overarching Observations

The Applicant's failure to acknowledge the significance of NHHM

43. Throughout its responses to ExA Q2, as with its submissions to the Examination generally, the Applicant continues to characterise the interaction between the two projects primarily through the lens of its own commercial interests. NGET understands this, but it remains striking that the Applicant has never meaningfully engaged with the national significance of the NHHM Project. NHHM is critical national infrastructure 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. NPS EN-5 identifies at paragraph 2.12.7 that there is a Critical National Priority for such infrastructure. NHHM will deliver an additional 6GW or more of boundary transfer capability to the NETS, allowing the connection of ten times the amount of generating capacity as the total amount provided by the SR Project.
44. The Applicant's position that NGET should simply move its route, without any proportionate consideration of the consequences for other constraints, for national energy policy or for the delivery of the NHHM Project, does not reflect a balanced approach to the co-existence of two nationally significant projects.

Co-existence and compensation

45. NGET reiterates 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.
46. NGET has confirmed that it will compensate the Applicant for commercial loss suffered in respect of the SR Project to the extent such loss is genuinely consequent on delivery of NHHM. This includes increased construction costs or construction delay, as well as any reduction in the extent of the solar array. 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. NGET has also confirmed in its response to the Examining Authority's Request for Information dated 2 April 2026 (also submitted at Deadline 6) that it accepts, with minor amendment, the Applicant's without prejudice suggestion that a right to compensation be included in the Protective Provisions.
47. The Applicant is therefore wrong to suggest that NGET seeks to restrict the Proposed Development without payment of compensation. NGET's position has always been that the two projects can and should co-exist, with appropriate compensation for the Applicant where required. The Applicant's reluctance to engage on this basis has been regrettable.