

PLANNING ACT 2008

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

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

**COMMENTS ON THE EXAMINING AUTHORITY'S
REQUEST FOR FURTHER INFORMATION
ON BEHALF OF**

nationalgrid

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

Introduction

1. This document is submitted in response to the Examining Authority’s request for further information dated 2 April 2026 in relation to protective provisions in the draft Development Consent Order.
2. Notwithstanding that the request for information is addressed to the Applicant, National Grid Electricity Transmission Plc (“**NGET**”) has also provided its comments to assist the Examining Authority in its consideration of the issues arising. NGET’s comments have also been provided directly to the Applicant and NGET would expect these to be reflected in the Applicant’s response to the request for information.

NGET’s Comments on the Request for Information

3. NGET’s comments on the Applicant’s proposed amendments to the protective provisions are set out in the table below.

Provision	Applicant's Proposed Change	NGET Comment
Paragraph 2 — Definition of "North Humber to High Marnham Project"	<p>The Applicant has added the following wording to the definition of "North Humber to High Marnham Site":</p> <p><i>Provided always that any land, interests or apparatus to which these protective provisions apply shall be limited to land, interests or apparatus physically within the Order limits of the North Humber to High Marnham development consent order that is submitted to the Secretary of State for confirmation</i></p>	<p>The addition of this wording would be acceptable to NGET.</p>
Paragraph 3(e) — Exclusive access to NHHM land	<p>The Applicant has added the following wording as a new sub-paragraph 3(e):</p> <p><i>the undertaker having exclusive access to the North Humber to High Marnham land to carry out its development up to and including a date [X] months after date agreed with NESO for energisation of the undertaker’s grid connection</i></p>	<p>NGET does not agree with the wording suggested by the Applicant, but proposes the following alternative:</p> <p><i>the undertaker having exclusive access to the North Humber to High Marnham Site to carry out its development during a period to be agreed between the undertaker and National Grid Electricity Transmission Plc save that during such period National Grid Electricity Transmission Plc shall be permitted to carry out pre-construction surveys, geotechnical investigations, ecological surveys, topographical surveys, site investigations and other non-construction preparatory activities within the North Humber to High Marnham Site.</i></p>

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		The inclusion of a fixed date as suggested by the Applicant is not appropriate, as neither the Applicant or NGET have a sufficiently detailed construction programme at this stage to determine what that date should be. It would be better for both parties if they worked together to agree suitable dates for the Applicant's construction access. Any disagreement (which is not anticipated) can be resolved by the process in Paragraph 16.
Paragraph 3(f) — Development during exclusive access period	<p>The Applicant has added the following wording as a new sub-paragraph 3(f):</p> <p><i>the undertaker being able during that exclusive access period to carry out all or any part its development that does not conflict with North Humber to High Marnham Project including but not limited to underground cables, access tracks and fencing</i></p>	The addition of this wording would be acceptable to NGET.
Paragraph 7 — Acquisition of land	<p>The Applicant has added the following wording to paragraph 7:</p> <p><i>having regard to the undertaker's rights of access to the North Humber to High Marnham land in the definition of "reasonable endeavours in paragraph 3 hereof</i></p>	The addition of this wording would be acceptable to NGET.
Paragraph 11(6) — Expenses (compensation)	<p>The Applicant has added the following as a new sub-paragraph 11(6):</p> <p><i>In consideration of relying upon the benefit of any of these Protective Provisions National Grid Electricity Transmission Plc accepts that it will pay the undertaker compensation for any loss suffered by the undertaker in observing the provisions of paragraph 3 hereof including but not by way of limitation permanent loss in development area as a result of not carrying out surface</i></p>	<p>The addition of this wording would be acceptable to NGET subject to the following amendment shown in red text:</p> <p><i>In consideration of relying upon the benefit of any of these Protective Provisions National Grid Electricity Transmission Plc accepts that it will pay the undertaker compensation for any loss suffered by the undertaker in observing the provisions of paragraph 3 hereof including but not by way of limitation permanent loss in development area as a result of not carrying out surface development within the North Humber to High</i></p>

Provision	Applicant's Proposed Change	NGET Comment
	<p><i>development within the North Humber to High Marnham land such sum to be subject to arbitration under paragraph 16 hereof if not agreed</i></p>	<p><i>Marnham land as if such loss had been caused by the exercise of powers of compulsory acquisition by National Grid Electricity Transmission Plc such sum to be subject to arbitration under paragraph 16 hereof if not agreed</i></p> <p>NGET's suggested amendment makes clear the basis upon which compensation should be assessed.</p>

8 April 2026