POWER FOR GOOD

Steeple Renewables Project

Applicant Comments on Deadline 5 Submissions

April 2026

Document Reference: EN010163/EX/8.56

Revision: 1 Original

The Infrastructure Planning (Examination Procedure) Rules 2010

Rule 8(1)(b)

Applicant Comments on Deadline 5 Submissions

Document Properties		
Prepared By	The Steeple Renewables Project Consultant Team	
Version History		
Version	**Date**	**Version Status**
Examination	April 2026	Rev 1 - Original

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1 Introduction

1.1.1 This document provides Steeple Solar Farm Limited (the 'Applicant') response to Deadline 5 submissions by other parties, submitted to the Planning Inspectorate by the 24 March 2026, relating to Deadline 5 respectively for a Development Consent Order ('DCO') regarding the Steeple Renewables Project (the 'Proposed Development').

1.1.2 In total 9 submissions by others **[REP5-055 to REP5-063]** were submitted to the Examining Authority by interested parties in response to the Proposed Development and were published on the 26 March 2026 on the Planning Inspectorates website (reference: EN010163).

1.1.3 This document provides responses from the Applicant to submissions by other parties received at Deadline 5 were a responses is considered necessary by the Applicant (not every submissions by other parties received at Deadline 5 has been responded to). The structure of this document is as follows:

- Table 1.1 tabularised list of submissions by other parties received at Deadline 5 the Applicant has responded to.
- Section 2 tabularised submission by other parties received at Deadline 4 as well as the Applicants corresponding response.

Table 1.1 List of submissions by other parties received at Deadline 5 that are responded to in Section 2

PINs reference	Submissions received at Deadline 4 from
REP5-055	Nottinghamshire County Council
REP5-057	National Grid Electricity Transmission Plc
REP5-062	Sturton-le-Steeple Parish Council

2 Applicant Response to submissions by other parties received at Deadline 5 listed in Table 1.1

Table 2-1: Nottinghamshire County Council

ID	Verbatim Comment	Applicant Response
REP5-055/1	**Q9.2.1 Community Liaison Group** The ExA notes comments by Sturton le Steeple Parish Council [REP4-003] and NCC's response to action point 15 from ISH 3 [REP4-001] expressing support for establishing a community liaison committee, where NCC would support any requirement being added to the dDCO requiring the owner of the consent to initiate or actively participate in a local community liaison group. The ExA is aware that requirements relating to community liaison groups have been included on other made DCO's, such as but not limited to 'The Tillbridge Solar Order 2025' (requirement 4) and 'The West Burton Solar Project Order 2025' (requirement 4). The ExA requests the applicant liaise with the local authorities and the Parish Council to agree whether the imposition of a similar requirement would be appropriate for the proposed development and if so, provide appropriate wording for the dDCO. If not, parties are to explain why such a provision would not be appropriate or necessary.	

REP5-055/2	*Response of Nottinghamshire County Council:* *The applicant has not contacted the authority to date over this but has noted their response in the OCTMP to liaising over transport matters and linking with any wider group. NCC fully supports the need for the applicant to participate in local community liaison and given the number of schemes under consideration in the area, the scope of a local liaison group related to NSIPs must remain under review with each applicant committing to supporting any group established for the purpose of liaison with regard to a number of proposals.*	The Applicant disagrees that it has made no contact on the matter of community liaison. The Applicant made contact with NCC on 19th February, via email, following ISH3 on the 13th February, where the issue of a community liaison group was discussed. NCC replied later the same day promoting the idea of a wider stakeholder group between developers and that, given the forthcoming local government re-organisation, it was likely that the future unitary authority would assist in co-ordinating this. There was a suggestion that a requirement should be placed on the dDCO, unless one was already in place. The Applicant responded on the 23rd March, giving their support to this approach. The Applicant has separately confirmed that a requirement already exists for community liaison.
REP5-055/3	**Q9.2.3 Requirement 9 – Operational environmental management plan (OEMP)** Further to previous questions raised on the subject of maintenance, should provision be made in sub-paragraph (2) for the OEMP to set out details of a maintenance schedule to provide greater transparency on the type of maintenance works that the local authority and local residents can expect, and confirmation that the environmental effects that are likely to arise as a result would not be materially worse than those report in the ES? If not, explain why not and if so, provide details of any additional wording.	
REP5-055/4	*Response of Nottinghamshire County Council:*	The Applicant has responded to ExQ2 9.2.3 previously at **REP5-048**.

	The County Council has referred to the need for regular inspection and maintenance of landscaping in response to Q.13.0.3. It has provided some wording which could be included in the LEMP but it does agree that the wider issue of maintenance could be referred to in the Requirement 9 (2) with an additional clause which could read: • *Proposals for regular walk over inspections and maintenance of landscaping, flood mitigation and other environmental measures during the lifetime of the development*	The Applicant would note that NCC has not provided any examples of other solar schemes where this wording has been proposed. NCC's proposed wording also would incorporate a requirement to input wording into the OEMP that would normally be reserved for the LEMP, such as site walkovers and maintenance for landscaping. Therefore, the wording doesn't seem appropriate. Regardless, the wording is unnecessary as the oLEMP already adequately secure the concerns raised by NCC: <u>Regular walk over inspections</u> Paragraphs 19.10 to 19.11 of Outline Landscape Ecology Management Plan **[APP-116]** specify the need for regular monitoring inspections and reporting, which may comprise several walk over inspections throughout a given year. The tables within Sections 5 to 18 of the Outline Landscape Ecology Management Plan **[APP-116]** provide the outline of the timing, frequency, methodology, and resulting actions of the monitoring for each management feature. For example, refer to 'Project 4-3' in Table 5: woodland habitat creation, management and monitoring projects (page 32) as well as 'Project 5-4' in Table 6: hedgerow habitat enhancement, management and monitoring projects (page 36) of Outline Landscape Ecology Management Plan **[APP-116]**. <u>Maintenance for landscaping</u> The tables within Sections 5 to 18 of the Outline Landscape Ecology Management Plan **[APP-116]** provide the outline management/maintenance requirements for each landscape feature – including, timing, methods, and frequency. For example, refer to 'Project 3-2' in Table 4: scrub habitat creation, management and monitoring projects (page 28); and 'Project 4-2' of Table 5: woodland habitat creation, management and monitoring projects (page 31) of Outline Landscape Ecology Management Plan **[APP-116]**.

		Maintenance for Flood mitigation Flood attenuation basins are anticipated to be managed as seasonably wet grassland habitat during summer/dry conditions. The outline management and monitoring of seasonally wet meadow is considered in Section 5 of the Outline Landscape Ecology Management Plan **[APP-116]**. In addition, the Outline Landscape Ecology Management Plan also specifies outline provisions for managing and maintaining newly created ditches and floodplain grazing marsh (refer to sections 12 and 14). Paragraph 2.2 of the Outline Landscape Ecology Management Plan **[APP-116]** clarifies that existing ditches, drains and rivers will continue to be managed as they are by the current operators, as agreed by the various stakeholders (such as the Environment Agency, Lead Local Flood Authority, and Internal Drainage Board). No change to in-channel and bank-face management is proposed as a result of the Sturton Renewables Project. Maintenance of other environmental measures Maintenance of other environmental measures is a broad topic and not defined in the NCC comments. However, it is anticipated that all ecological and landscape measures will be subject to monitoring and that any corrective actions will be reported and actioned - in line with Paragraphs 19.10 to 19.11 of Outline Landscape Ecology Management Plan **[APP-116]**. Examples of corrective measures that may be applied (subject to the monitoring findings) are provided throughout Sections 5 to 18 of the Outline Landscape Ecology Management Plan **[APP-116]**. For example, Table 2: grassland habitat enhancement, management and monitoring projects (pages 21 and 22); Table 3: grassland habitat enhancement, management and monitoring projects (page 26); Table 4: scrub habitat creation, management and monitoring projects (page 29); Table 5: woodland habitat creation, management and monitoring projects (page 32); Table 6: hedgerow habitat enhancement, management and monitoring projects (pages 36 and 37); Table 7: pond habitat creation, management and

		monitoring projects (pages 40 and 41); Table 8: New Ditch Habitat Creation, Management and Monitoring (page 44); Table 9: traditional orchard habitat creation, management and monitoring (page 47); Table 10: wetland scrape habitat creation, management and monitoring (page 50); Table 11: arable land management and monitoring (page 52); and Table 14: habitat management and monitoring projects (page 57) of Outline Landscape Ecology Management Plan **[APP-116]**. Where an outline document already includes wording securing a particular action, the requirement itself does not need to stipulate this, as the requirement will ensure that the detailed plan will be in accordance with the outline plan. This occurs in every case an outline plan is provided. Therefore, the proposed amendment is not considered to be required.
REP5-055/5	**Q11.0.4 Post consent archaeological works** ES Appendix 9.5 [APP-126] paragraph 5.2 refers to the scope of proposed post-consent trial trenching, outside the areas already trenched during pre-determination, and states as part of these works it is proposed that trial trenches will be sited on areas within the east of the site which have potential for geoarchaeological deposits, including possible palaeochannel(s). Noting appendix 4 of NCC's response to ExQ1 11.0.11 [REP2-063] highlights wide areas of archaeological significance in the western part of the site, does this paragraph or the document in general require updating to refer to wider areas? If not, explain why not.	
REP5-055/6	*Response of Nottinghamshire County Council:* *The paragraph does include that trial trenching areas 'will be agreed with the Archaeological Advisor(s)', however the scope for*	Applicant has amended the paragraph as follows: "*Trial trenching will include areas of high archaeological potential, high impact and areas where non-intrusive survey assessment techniques have been unsuccessful (e.g. unsurveyable areas, areas of green waste etc.).*"

	post consent evaluation trenching will be necessarily much greater than the east of the site and the potential geoarchaeological works on the palaeochannel. Given the current low level of trenching work and the large scale of potential post consent work to come, singling out a very small (but also important) part of it does not bring clarity to situation. *A useful revision might include: 'Given the substantial post consent commitment necessary to complete the evaluation work, trial trenching will include areas of high archaeological potential, high impact and areas where non-intrusive survey and desk-based assessment techniques have failed to adequately assess the archaeological potential or provide sufficient information on the character and significance of any archaeological remains present.'*	This revised document is submitted at Deadline 6. The Applicant considers that this wording incorporates the substantive concern of Nottinghamshire County Council.
REP5-055/7	**Q11.0.5 Outline Written Scheme of Investigation** The ExA notes your comments in the SoCG with the applicant [REP4-032] (issue NCC 22) regarding stated shortcomings of the Outline Written Scheme of Investigation. Can NCC expand further upon what it considers are highly questionable statements and a reductive interpretation of policy? Can NCC advise further what it is seeking to improve the content of the document?	
REP5-055/8	*Response of Nottinghamshire County Council:*	Footnote 101 of EN-3 does not mention trenching, it mentions archaeological evaluation. Archaeological evaluation is not limited to trial trenching, with geophysical surveys for example being a form of archaeological evaluation. This is clearly articulated by the Chartered Institute for

	Section 2 (Policy Position) on Policy and the applicant's interpretation of it appears to have been designed to present a position that evaluation trenching is 'not a requirement'. This is flawed and incorrect and excludes paragraphs that do mention trenching such as (but not limited to): *'The results of pre-determination archaeological evaluation inform the design of the scheme and related archaeological planning conditions.' (Footnote 101 – EN-3); or* *'In some instances, field studies may include investigative work (and may include trial trenching beyond the boundary of the proposed site) to assess the impacts of any ground disturbance, such as proposed cabling, substation foundations or mounting supports for solar panels on heritage assets.' Section 2.10.106 – EN-3).* *Beyond Policy alone, there is a professional expectation established over decades of commercial archaeological work that trial trench evaluation is a key element to understanding the character and significance of the archaeological resource within a site. Desk-based assessment and non-intrusive survey alone cannot provide the evidential basis for this and must be supplemented with field evaluation before an effective assessment on impact can be made.*	Archaeologists (CIfA) in their Standard for archaeological field evaluation, where the definition of archaeological field evaluation is as follows "*Archaeological field evaluation is a programme of non-intrusive and/or intrusive fieldwork which seeks to determine the presence or absence of archaeological features, structures, deposits, artefacts or ecofacts. It may form a single or final phase of work within a defined area or site on land, in an inter-tidal zone or under water*." The Applicant maintains that the narrow interpretation taken by NCC in considering that 'evaluation' exclusively relates to trial trenching is incorrect and not in line with policy or guidance. It is acknowledged that Section 2.10.106 of EN-3 does refer to trial trenching, however it plainly states 'may include' – the policy is not setting out a mandatory requirement, it simply sets out what methods of investigation may be appropriate. The only specific reference to trial trenching is in relation to works beyond the boundaries of proposed sites. It is noted that the NCC Archaeological Advisor references footnote 101 of EN-3 in support of their proposition but again, as mentioned on a number of occasions, pre-determination evaluation is not solely comprised of trial trenching. The Applicant disagrees that there is a professional expectation that extensive trial trenching will be undertaken prior to determination. There is no stipulated requirement for trial trenching to be undertaken within either CIfA standards referenced above or the associated universal guidance for archaeological field evaluation, and there is no professional expectation that trial trenching will be undertaken on every site prior to determination. As has been outlined in the Archaeological Strategy Note **[REP2-053]**, there is no standard approach to pre-determination trial trenching for solar sites, and undertaking limited or even no pre-determination trial trenching is certainly not an unusual or novel approach.

	There is clearly an expectation that trial trenching will be undertaken and the applicant's assertion that it is not a requirement should be revised.	
REP5-055/9	**Q11.0.8 Use of ballasted foundations for preservation in situ** Paragraph 4.4.13 of ES chapter 4 [APP-062], ES Appendix 4.5 [APP-093] and section 9 of ES Appendix 9.5 [APP-126] refer to the use of ballast slab foundations where archaeology constraints have been identified and areas of 'no dig' construction. Provide further details explaining how the use of such foundations would preserve any archaeological sensitive areas or assets of archaeological significance in perpetuity, how these would be secured as part of the detailed design process and the extent to which such foundations could affect assets that are located at shallow depths. NCC is also asked to submit comments on the suitability of using ballast slab foundations in areas of high archaeological significance and the potential effects to assets.	
REP5-055/10	*Response of Nottinghamshire County Council:* *The use of ballast slab foundations as a preservation technique can be problematic. Primarily, the use as a preservation technique has not been tested sufficiently to establish its efficacy. In addition, this technique often requires ground preparation which in itself can be damaging to archaeological deposits, especially remains at a shallow depth. There are also significant concerns around ground compaction beneath the concrete slabs*	The Applicant acknowledges that NCC have concerns, however the recommendations are essentially in line with the Applicant's response to Q11.0.8 from the Second Written Examiner's Questions (ExA Q2) **[REP5-048]**, where it was identified that: "*…Should any areas be identified during further evaluative works, which are considered particularly sensitive to development, e.g. significant archaeological remains are identified at very shallow depths, then other forms of mitigation are available, as appropriate, up to and including avoidance of installation any development in that area, as outlined in* ***[APP-126]***." Therefore, the Applicant considers that there is no change required to its proposed documents.

	which will also have a negative impact on sensitive and shallow remains. *The use of concrete slabs should always be informed by trial trench evaluation so that the depth, character and sensitivity of the remains being preserved can be properly understood and an assessment on the appropriateness of this technique presented as part of the mitigation strategy. For instance, it may be appropriate where sensitive archaeological remains are present at significant depth but would not be appropriate for shallow sensitive features such as those containing human or structural remains.* *Further assessment of the site-specific circumstances and details of the construction and implementation (including detail on decommissioning) would be required to assess the appropriateness of this mitigation strategy.*	
REP5-055/11	**Q13.0.3 Landscape mitigation** Your position in the SoCG [REP4-032] (issue NCC 25) considers that any DCO should secure robust landscape mitigation, long-term management (for a minimum of 15 years), and post-establishment monitoring. Confirm the additions or alterations you are seeking to the dDCO, or application documentation, to address your concerns and whether this has been incorporated in other solar schemes.	

REP5-055/12	*Response of Nottinghamshire County Council:* *The LVIA is assessed based on the successful establishment of mitigation planting at year 15. Without a robust regime of maintenance in place to ensure this outcome, it is likely the effects of the proposals will have a higher significance, and be more adverse, than the assessment claims.* *It is our position that the applicant should commit to long term inspections and re-placement planting for the duration of the development. This obligation should be secured as part of the DCO process and described in the LEMP.* *These example clauses (below) have been used in other NSIP solar projects:* *'A post-construction monitoring programme will be formalised, agreed and included within the detailed LEMP. Walkover surveys of the DCO Site will be undertaken between April and June in years 2, 4, 6, 10 and 15 then every 5 years post-construction until decommissioning.'* *'All existing and proposed mitigation planting will be managed and maintained for the operational duration of the Proposed Development. In the unlikely event of external factors causing significant losses to the mitigation planting during the lifetime of the Proposed Development, such that the purpose of screening the development is no longer achieved, as a result of gaps in the planting, replacement planting will be undertaken to infill gaps*	The Applicant's LVIA assessment does assume the successful establishment of mitigation planting at year 15. However, the Applicant considers that for mitigation planting to be successful, 100% survival of planting is not necessary. Planting will be carried out at such a level as to be able to remain effective within assumed levels of failure. The Applicant has provided a 5 year replacement period which is entirely within industry norms, as this aligns with the period where risk of failure of planting is at its highest. The Applicant considers that after 5 years, hedgerow plants will have become established, and their risk of failure reduced to normal natural variation. The Applicant considers that its assessment is a reasonable worse-case assumption, and that with mitigation measures incorporated such as the replacement planting over 5 years, the assumptions of the LVIA at year 15 are entirely reasonable and proportionate. Regarding the wording proposed by NCC appears to be proposing drafting for the oLEMP, rather than the dDCO. The Applicant is also unclear on what "NSIP solar project" has been used as this example. The Applicant would note that NCC's position is to assume that 100% replacement is necessary for the ES assumptions to be met. This is not the case, clearly where, for example, in year 15, an individual plant dies in the context of a hedgerow, that would be an imperceptible effect on the screening proposed as a whole. What is therefore required is a target based approach regarding mitigation to ensure that the hedgerow is managed as a whole to ensure it continues to operate to desired requirements. The Applicant commits to this at paragraph 9.7 of the oLEMP which establishes criteria that a hedgerow will be managed to, including level of gaps. It is this criteria that the ES has assumed. NCC state that an additional monitoring programme is required between April and June in years 2, 4, 6, 10 and 15 then every 5 years post monitoring. The Applicant has already included a monitoring programme in the oLEMP, at Table 6, which clearly demonstrates yearly management for all hedgerows, and then a monitoring schedule for of twice yearly for years 1-5, and thereafter years

	that may arise. This approach will ensure commitments are fulfilled in respect of providing screening of the scheme and enhancing biodiversity.' *These obligations are usually defined in the LEMP and could be part of the Ecological surveys of the site that are also required over the design life of the project.* *Any failed planting should be replaced to ensure that the mitigation is fit for purpose and achieves the level of visual containment expected by the assessment. The species re-planted should be agreed with the LA or other monitoring group in response to the cause of failure. It may be appropriate to re-plant with more drought or disease resistance species for example.*	10, 15, 20, 25, 30, and 40. The Applicant considers this entirely appropriate. The fact that it must manage the hedgerows annually will ensure that the Applicant will be able to assess whether or not the targets in paragraph 9.7 are established.
REP5-055/13	**Q17.0.2 Emergency access to the BESS from Common Lane** In response to action number 3 from ISH 2 [REP4-031], the applicant has stated that "any route required for access from Common Lane to the BESS is a public highway, is not gated and is not subject to a weight restriction. The Applicant is aware that there may be gates, or weight restrictions along Common Lane further along the lane, but there are no such restrictions before the point at which the Applicant will take access into its site. The Applicant has been engaging with Nottinghamshire Fire and Rescue Service to confirm that they are content with the access arrangements and understand that NCC as local highway authority will be making representations to confirm the status	

	of Common Lane." Please confirm you are content or otherwise with these arrangements.	
REP5-055/14	*Response of Nottinghamshire County Council:* *It was confirmed following the Issue Specific Hearings 2/3 that the County Council as Highway Authority has removed weight restrictions on Common Lane following improvements to bridges over drainage channels and confirms it is content with arrangements for access from Common Lane to the BESS.*	The Applicant notes this response.

Table 2-2: National Grid Electricity Transmission Plc

ID	Verbatim Comment	Applicant Comment
REP5-057/1	**Q7.2.4 'Landowner Alternative Route'** Paragraph 28 of your deadline 3 submission [REP3-053] states you will provide figures of the affected land for what the applicant refers to as the "Landowner Alternative Route". Provide those figures.	
REP5-057/2	NGET can now confirm the figures for the area of land affected by the "Landowner Alternative Route". The area of temporary sterilisation within the Steeple DCO Order Limits would be 45.42 acres, representing 2.07% of the total land within the Steeple Renewables Project Order Limits. The area of permanent sterilisation would be 20.31 acres, representing	The Applicant's position in respect of the Order Land that would be affected by the Landowner Alternative Route is set out at **REP2-052**, Appendix D, Part 2, paragraph 2.5 at page 315 and in response to 2WQ 7.2.2 **[REP5-048]**. The Applicant does not accept the figures. The question was impact upon the Wood Lane scheme rather than the Proposed Development. The permanent sterilisation of LAR on the Proposed

	0.93% of the total land within the Steeple Renewables Project Order Limits. In addition, if the Landowner Alternative Route were selected, there would be an additional 34.78 acres of temporary sterilisation and 16.81 acres of permanent sterilisation within the consented Wood Lane Solar area. These impacts on Wood Lane Solar would be avoided altogether by NGET's preferred route, which has no impact on the Wood Lane Solar development. It should be noted that the total area of solar development permanently sterilised (Steeple Renewables and Wood Lane Solar combined) would be slightly higher overall on the Landowner Alternative Route than on NGET's preferred route.	Development is 5.12 ha (12.65 acres) as opposed to 20.331acres stated by NGET. It appears that NGET has used the Order Limits rather than the Works Plans as some of this area is mitigation land. In relation to Wood Lane, in **REP2-052** the Applicant has stated that 4.01ha (9.9 acres) is permanently sterilised. NGET state 6.8ha (16.81acres) will be permanently sterilised. The Applicant believes the NGET figures understate impacts on the Proposed Development and overstate impacts on Wood Lane. It is wrong for NGET to state that "the total area of solar development permanently sterilised (Steeple Renewables and Wood Lane Solar combined) would be slightly higher overall on the Landowner Alternative Route" As has been explained, the NGET route permanently sterilises 14.89 ha (36.81ac) **[REP2-052]** of land within the Steeple Order Limits with no impact upon the Wood Lane scheme. By contrast, the LAR route permanently sterilises 4.01ha (9.9acres) of the Wood Lane scheme and 5.12 ha (12.65 acres) within the Steeple Order Limits. This is a total of 9.13ha (22.56ac). Therefore, the NGET preferred route sterilises 14.89ha (36.81ac) of solar development and the LAR sterilises 9.13ha (22.56ac) some 5.76ha (14.23ac) less.
REP5-057/3	**Q7.2.5 Holford Rules** Provide a response to the applicant's comments in their deadline 2 submission [REP2-052] paragraph 74 of part 1 and paragraph 2.17 of part 2 (response to the ExA's first written questions (ExQ1) Q7.0.4) that the proposed route of the NHHM project would fail Holford Rule 7's supporting notes.	The Applicant has consistently raised its concerns with NGET's currently preferred eastern alignment since it was first identified as a possible route during localised consultation in 2024. The Applicant has engaged extensively with NGET on this matter but, to date, NGET has not been able to provide any reasonable justification for its decision to abandon its previously preferred western route in favour of the current eastern route for the NHHM project. The Applicant does not accept that NGET has taken concrete steps to minimise the impact of the NHHM project on the Project. The proposed eastern alignment now favoured by NGET passes
REP5-057/4	First, the suggestion that the Steeple Renewables Project has not been taken into account in the routeing of the NHHM Project	

	is demonstrably incorrect. As set out in detail in NGET's Deadline 3 submission (REP3-053), NGET has engaged with the Applicant since November 2023, only a month after the Steeple Renewables Project was made public, and has proactively maintained engagement throughout the development of the NHHM Project. A comprehensive schedule of that engagement is set out in Table 1 of the Deadline 3 submission, which records extensive interactions between the parties from November 2023 to January 2026. All feedback received from the Applicant has been taken into account in the development of the NHHM route. The Applicant's own Deadline 2 submission (REP2-052) appends three separate consultation responses from the Applicant to NHHM consultations, which further undermines any suggestion that the Steeple Renewables Project has not been considered. In addition, NGET has taken concrete steps to minimise the impact of the NHHM Project on the Steeple Renewables Project through design amendments. Temporary land take has been reduced by amending construction access routes to follow a more direct path within the Steeple Renewables Project area and by reducing the stringing position at proposed pylon 4AF215 by 60 metres. Permanent land take has been reduced by routeing the alignment in close parallel to the railway line, avoiding angle changes within the Steeple Renewables Project draft Order Limits, amending pylon working areas to avoid clashes with the proposed perimeter fence, and aligning proposed maintenance access with the Steeple Renewables	through the main area of the Project's generating capacity, severely affects construction of the Project and will cause considerable delay to the Project. Holford Rule 7 requires NGET to "minimise as far as possible" the effect on development and provides that "alignments should be chosen after consideration of effects on the amenity of existing development and on proposals for new development". The Applicant recognises that this does not impose an absolute obligation to avoid existing or proposed development, but its position is that NGET has not demonstrated that impacts on the Project have been minimised as far as reasonably possible. This is because there is an alternative route alignment, which was previously identified by NGET as the optimum route following detailed consideration and analysis. For the reasons explained by the Applicant at **REP4-031**, NGET has not demonstrated that the western alignment, which would minimise impacts on the Project, is unfeasible or unviable.

	Project's proposed access tracks. NGET has also considered multiple alternative alignment options in the vicinity of the Steeple Renewables Project, as set out in paragraphs 33 to 48 of the Deadline 3 submission. NGET has also addressed the manner in which the Steeple Renewables Project has been considered in its oral submissions at CAH1 and ISH3 (see the written summaries of oral submissions at REP4-006 and REP4-007). At ISH3, NGET submitted that the route selection process has been necessarily sophisticated and iterative, addressing multiple potential impacts embracing environmental, socio-economic and heritage considerations, as well as programming needs. The interaction with the Steeple Renewables Project is only one of many considerations informing route alignment for NHHM, and extends for approximately two kilometres of the total 90-kilometre extent of NHHM. In those circumstances, the suggestion that the Steeple Renewables Project has not been taken into account in the routeing of the NHHM Project is simply wrong. Secondly, the Applicant's point about the Supporting Note to Holford Rule 7 is misconceived, because it mischaracterises the nature of the obligation that the Rule imposes. The Note to Holford Rule 7 requires NGET to "minimise as far as possible" the effect on development; it does not require NGET to avoid any effect on development entirely. The words "as far as possible" are critical in this regard. Significantly, they provide a necessary,	

	practical limitation on the obligation imposed, recognising that there are numerous different considerations that NGET must take into account in selecting its route, including the other Holford Rules and a range of environmental, socio-economic and technical factors, such that in certain circumstances some degree of impact on development may be necessary/unavoidable. Compliance with Holford Rule 7, and its Supporting Note, therefore require NGET to reach an overall judgement, balancing all material considerations, and to minimise the effect on development within that context. That is precisely what NGET has done. Accordingly, it is wrong to cherry-pick particular parts of the Holford Rules, or particular considerations, in isolation. As NGET has explained in its Deadline 3 submission (REP3-053), the selection of the proposed alignment involved making a judgement as to the optimal balance between a number of factors, of which impact on the Steeple Renewables Project was only one of many. Those factors include avoiding the crossing and undergrounding of the existing 132kV overhead line, avoiding the consented Wood Lane Solar Farm, achieving an optimised crossing of two railway lines, minimising impacts on the setting of the Scheduled Monument Church of St Helen's, following lower-elevation land to reduce landscape and visual impacts, and minimising proximity to residential properties. Each of these considerations is relevant, and NGET has reached an overall judgement that represents the best available balance,	

	taking into account all the factors it is required to consider, including but not limited to the Holford Rules.	
REP5-057/5	**Q7.2.6 Need for protective provisions** If protective provisions were not applied as part of any consented DCO for the proposed Steeple Renewables development, what effect (if any) could this have on any land rights requests as part of the proposed NHHM application? If NGET would be required to apply for acquisition of rights as part of any future DCO application for the NHHM project in any case, explain the purpose of seeking and securing the protective provisions you require (aside from any need case argument). Conversely, if protective provisions were to be applied to any consented DCO for the proposed Steeple Renewables development, could the application of protective provisions in favour of NGET result in unnecessary duplication if compulsory acquisition of land or rights is sought and later consented as part of any future application for the proposed NHHM project? Whilst primarily addressed to NGET, the applicant is also invited to provide any comments to this question.	The Applicant's position remains that it is not necessary or appropriate to impose provisions for the protection of future, as yet uncertain, NGET infrastructure associated with the NHHM project. The Applicant notes that NGET has not responded to the first part of the ExA's question ("*If protective provisions were not applied as part of any consented DCO for the proposed Steeple Renewables development, what effect (if any) could this have on any land rights requests as part of the proposed NHHM application?*"). The Applicant's position is that if protective provisions for the NHHM project are not included on this DCO, that will have no impact on NGET's ability to seek relevant powers of compulsory acquisition through its own DCO. Indeed, NGET recognise that this option would remain open to it. Its Deadline 3 submissions acknowledge that NGET will be able to seek relevant powers of acquisition through its own DCO in any event and explains that "*In the absence of suitable PPs…the NHHM project would need to address the interaction between the two projects through its own DCO application*." [**REP3-053**, pdf 15]. In the event that NGET continues with its currently preferred alignment, the correct and appropriate procedure is for it to seek the necessary compulsory acquisition powers through its own DCO application in due course, which would require justification in the public interest and which, if confirmed, would trigger the requirement to pay compensation. It is not appropriate for NGET to safeguard or seek to compulsorily acquire land by the back door through protective provisions on the Applicant's DCO without having established a case for doing so in the public interest and which, on NGET's preferred terms, would not engage any requirement to pay compensation. The reasons given by NGET for imposing protective provisions on this DCO do not advance or justify the imposition of protections for future assets for the following reasons. First, NGET suggests that if protective provisions are not imposed, the Applicant will need to wait until the conclusion of the NHHM examination before knowing whether or how, the Project will be
REP5-057/6	The issue of interaction between the two projects can and should be addressed now by way of protective provisions, within the current examination, for the following reasons. First, leaving the matter to be resolved through the NHHM examination would increase uncertainty for both projects. If	

	protective provisions are not included in the Steeple Renewables DCO, the Applicant will need to wait until the conclusion of the NHHM examination and the decision on the NHHM DCO before knowing whether or how its project will be affected by NHHM. In the absence of suitable protective provisions, there would be greater uncertainty for the Applicant, as the NHHM Project would need to address the interaction between the two projects through its own DCO application, which will not be determined until after the grant of any DCO in respect of the Steeple Renewables Project, leaving the Applicant without clarity as to the interface arrangements between the two schemes during the construction of the Steeple Renewables Project. It is far more efficient to resolve the issue now, so that all parties know where they stand. Second, it is also in the interests of both NGET and the Applicant to ensure co-ordination throughout the development of both schemes so that impacts on the community of Sturton Le Steeple can be reduced. A failure to co-ordinate the two projects would likely result in greater and more prolonged disruption for local residents than would be the case if the interface arrangements are resolved now. Third, deferring the issue to the NHHM examination would create consenting risk for, and jeopardise the delivery of, NHHM. The NHHM Project cannot be delivered without a clear corridor through the solar farm. If solar panels are constructed within the	affected by NHHM. The Applicant is confident that it will be established through the NHHM examination that NGET's route selection and compulsory acquisition powers, insofar as they affect the Project, are not justified. However, even if that proves not to be the case, there is no benefit to the Applicant in imposing NGET's protective provisions on the DCO given that the NHHM route could change at any time up to and even after submission of the NHHM application. Given that NGET is unwilling or unable to specify the precise route to which the protective provisions will apply, there will be no reduction in uncertainty by imposing its proposed protective provisions on this DCO. NGET also suggests that if protective provisions for the benefit of the NHHM project are not imposed on this DCO, the Applicant will be left without clarity as to the interface agreements. However, any interface agreements can properly be agreed through the NHHM project examination. On NGET's current timescales, the NHHM examination will close in June 2027 and a decision can be expected by January 2028. If consented, the Proposed Development is scheduled to commence construction in February 2028. Where one project is under construction and a second project comes forward with a DCO application that will interact with the first project, it is entirely commonplace to secure any necessary protections and interface agreements through the second DCO process. There is no reason to adopt a different approach here, at a stage when the route of the NHHM project (and so spatial application of any protective provisions) remains uncertain. Second, NGET suggests that a failure to coordinate the two projects would result in greater and more prolonged disruption to local residents than if the interface agreements are resolved now. The Applicant does not accept that imposing NGET's protective provisions on this DCO will serve to reduce disruption to local residents. Any necessary coordination between the two projects can equally well be secured by protective provisions on the NHHM project, in due course. There is no reason to believe that imposing protective provisions now in respect of uncertain future infrastructure, will result in better outcomes for local residents, than imposing any necessary

	NHHM draft Order Limits, they would need to be removed to provide adequate space for construction of the overhead line, introducing additional programme risk and potential costs. Furthermore, site access infrastructure, if not co-ordinated and built to appropriate standards, would require upgrading to accommodate the larger and heavier plant necessary for delivery of the NHHM Project. The Applicant's construction compound is also currently located within the NHHM draft Order Limits and, without co-ordination, would need to be removed prior to NHHM construction. These practical implications demonstrate the importance of resolving the interface between the two projects now, rather than deferring the matter to the NHHM examination**.** The NHHM Project is critical national infrastructure required to increase the capability and capacity of the electricity transmission network, and NGET's licence obligation requires NHHM to be commissioned by the end of 2031. Any delay to the project arising from uncertainty over the interface with the Steeple Renewables Project would compromise NGET's ability to meet this deadline, which outcome would be contrary to the public interest. Fourth, the linear nature of the NHHM Project (a 90-kilometre overhead line) means that changes to the route in any one location have implications well beyond that specific section. Interactions with third-party developments are frequent on a lengthy linear scheme. Smaller-scale projects are typically quicker to design and bring into the consenting system, and it	protections and resolving interface agreements in the context of the NHHM examination when the alignment of that project has been fixed and when there is likely to be greater certainty as to its construction programme. Third, NGET suggests that deferring the issue to the NHHM examination would create consenting risk and jeopardise the delivery of the NHHM project. That assertion is entirely unsupported by evidence. Instead, NGET's explanation makes it clear that it is attempting to use the protective provisions to secure land in which it has no interest for the benefit of its own project – effectively seeking to safeguard that land by the back door. There is no evidence that deferring the matter of protective provisions to the NHHM examination would create consenting risk for, and jeopardise the delivery of, that project. If NGET secures compulsory acquisition powers over the Applicant's Order Land, it will be able to exercise those rights and secure the removal of any previously existing infrastructure. Given that the NHHM project comprises 90km of OHL, it is wholly unrealistic to suggest that the removal of a number of panels from small part of that overall scheme would jeopardise or delay the delivery of the NHHM project. Plainly there will be scope (and in practice a necessity) to construct the NHHM project in stages and ultimately, if proven to be necessary, the removal of the area of panels comprised in the Project could be considered while works are undertaken on other parts of the NHHM project. Any interactions in relation to site access and construction compounds can appropriately be addressed through compulsory purchase powers; protective provisions and side agreements in the NHHM examination. As such, in the event that the NHHM project secures development consent, there will be no uncertainty over its interface with the Project that could conceivably compromise its ability to commission the NHHM project by the end of 2031. Fourth, NGET suggests that the linear nature of the NHHM project means that changes to the route in any one location may have implications beyond that specific section. This is not a reason to justify the imposition of protective provisions for the NHHM project on this DCO. Rather, it appears

	will therefore be a regular occurrence that such projects enter the consenting process ahead of a project of the scale and complexity of NHHM. There cannot be an expectation that NGET will continually adjust its route in response to each such interaction, as to do so would mean inordinate delay in NGET reaching a finalised design. Any significant route change would require further consultation, additional environmental surveys and design work, and would introduce material programme delay. Given the national importance of delivering the NHHM Project within the required timeframe, such delays cannot be risked. Furthermore, it is no answer to say that NGET can simply move the route to avoid the interaction. As NGET has explained in its Deadline 3 submission (REP3-053), route selection is inherently dynamic and evolves based on comprehensive consultation feedback, detailed surveys and ongoing design work. The currently proposed route has been determined to be the optimal solution following a thorough evaluation of all relevant factors. Each time a route change is made, NGET may need to carry out further targeted consultation, which causes delay and is contrary to the imperative that the NHHM Project be delivered by its required operational date. As to whether protective provisions would result in unnecessary duplication if compulsory acquisition of land or rights is sought as part of the NHHM DCO, this would not be the case. When its	to be a response to the Applicant's criticisms of NGET's route selection process. In any event, there is an inconsistency between NGET's position, on the one hand, that route changes cannot be made at this stage without unacceptable delay and, on the other hand, that it is not possible at this stage to commit to a specific route because the route may yet be subject to change (see NGET's response to 2WQ 7.2.7 **[REP5-057]**). Finally, NGET suggests that the imposition of protective provisions on this DCO would not result in unnecessary duplication if compulsory acquisition of land or rights is sought as part of the NHHM DCO. The Applicant disagrees. Imposing protective provisions as proposed by NGET would pre-judge the case for confirmation of any compulsory acquisition powers in favour of NHHM before NGET has even made an application for such powers or advanced its case in support of doing so. To the extent that NGET seeks and secures compulsory purchase powers over the Applicant's Order Land through its own DCO, the exercise of those rights will need to be regulated by protective provisions and any necessary interface agreements in the normal way. The appropriate protections and agreements will be matters for consideration during the NHHM examination and should not be duplicated by protective provisions on the Applicant's DCO when there is no certainty about the NHHM route.

	DCO application is considered at examination, NGET will indeed have to demonstrate a compelling case in support of any request for powers of compulsory acquisition. However, as set out above, leaving the issue of the two schemes' interaction to be addressed through NGET's compulsory acquisition case is not the appropriate vehicle for dealing with that issue. The protective provisions are intended to provide a framework for the two projects to coexist during both the construction and operational phases, 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. Resolving the interface arrangements now, through protective provisions, is in the interests of both projects and is consistent with sound planning.	
REP5-057/7	**Q7.2.7 Protective provisions** In the event that protective provisions may be imposed in favour of NGET in respect of the proposed NHHM project on any consented DCO for the proposed Steeple Renewables development, should the provisions be accompanied by a plan that specifically identifies areas that may be affected? If not, explain why not.	In the event that protective provisions are imposed for the protection of the NHHM project, the Applicant's position is that they should be accompanied by a plan that specifically identifies the area subject to the provisions so as to reduce some of the uncertainty on the Project. NGET's rejection of such a plan on the basis that the NHHM project route is yet to be fixed only serves to highlight the uncertainty that its proposed protective provisions would cause to the Project. Furthermore, the Applicant considers there is an inconsistency in NGET's position, one the one hand, that route changes (such as a reversion to the eastern alignment) cannot be made at this

REP5-057/8	NGET does not consider that a plan specifically identifying the affected areas should accompany the protective provisions at this stage. The NHHM DCO application has not yet been made; submission is scheduled for September 2026. NGET has ongoing obligations in relation to consultation and design development which it must discharge as part of the DCO process, and it is not in a position to commit to a particular alignment in advance of that process. In addition, the landowner and the Applicant are pressing NGET to consider alternative routes, which further underscores the difficulty of fixing the precise area at this stage. It is important to distinguish between the protective provisions framework and the identification of the precise affected area. As set out in NGET's response to question Q7.2.6 above, the protective provisions should be resolved now because they establish the framework for coordination, consultation, cooperation and dispute resolution between the two projects. That framework can and should be fixed at this stage, as it defines the rules of engagement rather than fixed boundaries. By contrast, the precise area affected is a matter of technical detail that necessarily evolves through the design process and will be fixed when NGET's alignment is finalised at DCO submission. There is no inconsistency between these positions: the former concerns process and governance, the latter concerns technical design.	stage without unacceptable delay to the NHHM project and its position, on the other hand, that it is not possible at this stage to commit to a specific route because the alignment may yet change. Furthermore, NGET suggests instead of a plan, the precise area should be fixed at the point at which the NHHM DCO is submitted but even that is not secured by NGET's proposed protective provisions at Appendix 1 of **REP5-057**.

	NGET considers that the appropriate course is for the precise area to be fixed at the point at which the NHHM DCO application is submitted. Since the NHHM DCO application will be made before the Applicant receives a decision on its own DCO application, this will provide the Applicant with certainty as to the route in good time. In the meantime, the Applicant already has a reasonable understanding of the likely affected area from NGET's extensive engagement throughout the development of the NHHM Project and from the draft Order Limits that have been shared. The protective provisions will operate effectively without a plan at this stage, because they establish a process for managing the interface rather than defining fixed boundaries.	
REP5-057/9	**Q9.4.1 Wording for Protective Provisions** The ExA noted the applicant's update during compulsory acquisition hearing 1 [EV6-001] on the current position of agreeing protective provisions. The ExA requests that any party affected by protective provisions provides any preferred wording you are seeking to the dDCO at deadline 5 where disagreement remains with the applicant. The applicant is also requested to update schedule 10 of the dDCO at deadline 5 providing full wording of all outstanding provisions with those parties requiring protective provisions (even if not agreed). Where areas of disagreement remain, the applicant is requested to lead on providing a table setting out the specific wording for each party that is subject to	NGET has submitted its proposed protective provisions at Appendix 1 to **REP5-057**. In spite of various assurances given by NGET at ISH3, including: a) an offer to secure payment of compensation for any loss incurred by the Applicant as a result of the protections imposed for the NHHM project; b) an offer to limit the spatial scope of the NHHM project to the area comprised in the NHHM application at the point of submission; and c) an offer to secure protected working periods during which the Applicant would be able to undertake necessary construction works in the overlap area, there is no material difference between the protective provisions originally proposed by NGET in its Relevant Representation **[RR-049]** and those submitted at Deadline 5 **[REP5-057]**.

	disagreement, the wording that the objecting party is seeking and each party's position for the wording requested.	Taken together, NGET's proposed protective provisions would prevent the undertaker, without NGET's consent, from acquiring any land which may be needed for a future project, the final routing and design of which are uncertain or from carrying out any works which may be within a certain distance of or adversely affect future apparatus, the location of which is unknown. They would require the undertaker to take positive steps to ensure that its design and programme do not impede that future project, the construction programme for which remains uncertain, and to ensure access to that project, whenever it may come forward. As to the issue of compensation, NGET's Deadline 3 submissions suggest that it would be willing to pay compensation. However, the protective provisions submitted by NGET at Deadline 5 (Appendix 1 to **REP5-057**) contain no provision for the payment of compensation. This means the Secretary of State is being asked to impose protective provisions that give NGET rights over land it does not own and in respect of which its public interest justification, including route selection and assessment of alternatives has not been properly interrogated; rights that would indisputably sterilize parts of the Steeple development and its generating capacity without securing any right to compensation. That would be an extremely draconian and unprecedented step to countenance. In the event that the Applicant's primary position (that no protective provisions for the benefit of the NHHM project should be imposed) is rejected, NGET's proposed protective provisions should nonetheless be rejected in favour of the Applicant's without prejudice submissions (Appendix 3 to **REP5-053**).
REP5-057/10	NGET's preferred wording for the protective provisions is set out in the Appendix to this document. NGET's required changes from the version proposed by the Applicant appear in red text (tracked changes). The protective provisions in the Appendix also include the following corrections to typographical errors in the protective provision submitted by NGET at Deadline 3 (REP3-053), which were identified during NGET's oral submissions at CAH1 (see the written summary at REP4-006) and upon subsequent review: a) Paragraph 2 (Interpretation): The definition of "North Humber to High Marnham Site" is now set out below the definition of "North Humber to High Marnham Project" (formatting correction). b) Paragraph 2 (Interpretation): The definition "NGESO" has been changed to "NESO" to reflect the change from National Grid Energy System Operator to National Energy System Operator. c) Paragraph 2 (Interpretation): In the definition of "STC", "NGESO" has been changed to "NESO" d) Paragraph 6(2) (Acquisition of Land): The reference to "National Grid" now reads "National Grid Electricity Transmission Plc".	

	e) Paragraph 6(2) (Acquisition of Land): The reference to "project" now reads "Site". f) Paragraph 9(5)(b) (Retained apparatus: protection): The reference to "National Grid" now reads "National Grid Electricity Transmission Plc". Discussions between NGET and the Applicant in relation to both the protective provisions and a side agreement are ongoing. NGET will continue to seek to reach agreement with the Applicant on both the protective provisions and a suitable side agreement.	
REP5-057/11	Appendix National Grid Electricity Transmission PLC Schedule 1 Protective Provisions	

Table 2-4: Sturton-le-Steeple Parish Council

ID	Verbatim Comment	Applicant Response
REP5-062/1	Sturton le Steeple Parish Council comments on Steeple Renewables Health Impact Assessment (HIA)	The Applicant notes that submission from Sturton le Steeple Parish Council, published with the Deadline 5 submissions as a response to ExQ2s, however, the Applicant does not consider this document to be a response to any ExQ, and rather is an independent submission following the hearings. The Applicant notes that the Parish Council considers that the HIA is "*factually incorrect, procedurally inadequate, and fails to assess the real health and wellbeing impacts*".

		The Parish Council asserts that the Applicant's HIA does not comply with national HIA guidance, the Equality Act, the Human Rights Act, or the Nottinghamshire Spatial Planning and Health Framework. The Applicant objects to this submission in the strongest terms. The assessment has been written by professional advisors to the Applicant in line with legislation, guidance and policy. With regard to information sources drawn upon, the Applicant has used a range of accepted data sources including from ONS, Public Health England, Index of Multiple Deprivation, Business Register and Employment Survey, 2011 and 2021 Census, NHS General Practice Workforce, and LG Inform. It should be noted that Nottinghamshire County Council set out in the relevant representation RR-052, had the following comment: "*This comprehensive assessment has meticulously evaluated the potential effects of the proposed development on the health and wellbeing of the local population, adhering to national guidance and best practices to ensure that health considerations are seamlessly integrated into the planning and decision-making process*." This demonstrates acceptance of the Applicant's HIA at county-level. The Applicant would also note that it obtained informal independent feedback from Public Health Wales on the HIA. Feedback was sought from this party as they are seen as a UK leader in HIA expectation. Public Health Wales noted that the HIA was well presented with clear reporting. Public Health Wales reported no legal or procedure irregularities. This demonstrates acceptance of the Applicant's HIA, on an informal basis, at national level.

		Given the wider support of the document, the Applicant does not consider it necessary to respond in detail to each of what are generalised assertions made in respect of the HIA resulting from disagreement with the conclusions reached. In terms of those conclusions, also relevant to the issue of compliance with the NPPF: relevant policy is in fact NPS EN-1, which (at para 4.4.7-8) states "*Generally, those aspects of energy infrastructure which are most likely to have a significantly detrimental impact on health are subject to separate regulation (for example for air pollution) which will constitute effective mitigation of them, so that it is unlikely that health concerns will either by themselves constitute a reason to refuse consent or require specific mitigation under the Planning Act 2008. However, not all potential sources of health impacts will be mitigated in this way and the Secretary of State may want to take account of health concerns when setting requirements relating to a range of impacts such as noise*". This means that even if the Parish Council disagree with conclusions on health, a negative impact does not result in a Scheme that cannot be consented under the NPS.