**Dated 11 September 2026**

**APPLICATION BY GREEN HILL SOLAR FARM LIMITED FOR AN ORDER GRANTING DEVELOPMENT CONSENT FOR THE GREEN HILL SOLAR FARM SCHEME**

**PLANNING INSPECTORATE REFERENCE NUMBER: EN010170**

**REGISTRATION IDENTIFICATION NUMBER: F981B99F0**

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**SUBMISSION IN RESPONSE TO LETTER REQUESTING INFORMATION**
**submitted on behalf of National Grid Electricity Transmission plc**

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## 1 Introduction

1.1 This submission is made on behalf of National Grid Electricity Transmission plc (**NGET**) in response to the application by Green Hill Solar Farm Limited (**Applicant**) for the Green Hill Solar Farm Order (**Order**) to enable the construction of the Green Hill Solar Farm (**Green Hill Project**).

1.2 On 10 August 2026 the Secretary of State issued a letter requesting information from the Applicant and NGET in relation to the status of the protective provisions for the benefit of NGET (**Request for Information**). NGET responded to the Request for Information on 24 August 202 and included a set of updated protective provisions for its benefit within the submission (**NGET Protective Provisions**) **[C1-005]**. The Applicant also responded to the Request for Information (**Applicant's Response**) and submitted a revised Draft Order containing amended protective provisions for the benefit of NGET (**Applicant Protective Provisions**) **[C1-015]**.

1.3 On 28 August 2026, the Secretary of State issued a further request for information from the Applicant and NGET (**Further Request for Information**) stating:

*"The Applicant states in its response to the Secretary of State's 10 August 2026 letter that the only outstanding issue between the parties is the definition of 'acceptable insurance' [C1-015]. The Secretary of State requests that NGET confirms that the additional issues raised in its submission to the Secretary of State have been agreed between the two parties [C1-005].*

*NGET and the Applicant are requested set out their justification for the different approaches to the insurance and, if possible, highlight any precedents in previously consented orders."*

1.4 This submission is made in response to the Further Request for Information It provides an update on the matters referred to in NGET's other submissions to the Examination, being:

(a) The written representation dated 7 November 2025 (**NGET's Written Representation**) **[REP1-177];**

(b) Responses to the First Examiner's Questions **[REP1-176];**

(c) The written submission dated 14 January 2026 **[REP4-041];**

(d) The written submission dated 26 February 2026 **[REP5-117];**

(e) Responses to Third Examiner's Questions **[REP6-090],**

(together the **NGET Submissions**).

## 2 Applicant's position

2.1 The key outstanding issue between the Applicant and NGET is the inclusion of appropriate insurance coverage for the operational use of the authorised development within the definition of "acceptable insurance" in the protective provisions for the benefit of NGET.

2.2 Acceptable insurance is defined in NGET's Protective Provisions as follows (emphasis added):

*"acceptable insurance" means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of* ***not less than £50,000,000.00 (fifty million pounds)*** *per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained (a) during the construction period of the authorised works; and (b)* ***after the construction period of the authorised works in respect***

***of any use*** *and maintenance works of the authorised works by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance shall include (without limitation)—*

*(a) a waiver of subrogation and an indemnity to principal clause in favour of National Grid;*

*(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;*

2.3 As emphasised above, acceptable insurance includes 'use' of authorised works to the extent that they are specified works. A specified work is one that is within 15 metres of NGET apparatus, may in any way adversely affect any NGET apparatus or is referred to in the EN43-8 technical guidance note on development near overhead lines and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines". The limit of indemnity to be maintained is at least £50million.

2.4 Whilst the Applicant acknowledges the principle that acceptable insurance be maintained during the use of the Project, NGET and the Applicant have been unable to agree the amount of insurance that must be maintained during this period. The Applicant's Response notes:

*"It is the Applicant's position that £20 million of insurance is the appropriate level of insurance for use of the Scheme, increasing to £50 million when any maintenance works are carried out, whilst NGET is seeking £50 million to be maintained during all periods."*

2.5 The Project proposes to construct a BESS (Work No. 2) and a 400kV substation (Work No. 3A) within proximity to the Grendon Substation. The Applicant contends that the distance between the BESS and the 400kV Substation and the Grendon Substation avoids the risk of an adverse effects to NGET apparatus. The edge of the BESS and 400kV Substation works is a minimum of 47.5m from the Grendon Substation fenceline. The Applicant has also prepared an outline Battery Safety Storage Management Plan **[REP5-075] (BSS Management Plan**)**.** A detailed version must be approved by the relevant planning authority in consultation with the Northamptonshire Fire and Rescue Service and the Environment Agency prior to the construction of the BESS under Requirement 6 in Schedule 2 to the draft DCO

2.6 The distance of the works from the Grendon Substation combined with the Management Plan is considered by the Applicant as sufficient risk mitigation as to justify a reduction in the amount of insurance provided during use of the authorised works.

## 3 NGET's position

3.1 NGET does not consider that the reduction in the amount of acceptable insurance during the use of the Project is justified for the following reasons:

(a) The level of risk presented is, as yet, unknown as the design of the Project has not been finalised;

(b) £50 million reflects the critical nature of the infrastructure being protected and the potential for very high losses to occur in the event of damage;

(c) Lack of consultation on the BSS Management Plan; and

(d) NGET's drafting represents the standard and precedented position.

Unknown risk due to stage of design

3.2 NGET has raised high-level concerns that of such apparatus could present a fire risk to the existing substation. NGET have not yet had the opportunity to consider the extent of this risk in detail as the design of the Project has not yet been finalised. Whilst the Applicant has provided the BSS Management Plan, NGET would need to undertake its own assessment to determine the level of risk to its apparatus, the process of which is anticipated under the NGET Protective Provisions.

3.3 It should be noted that although NGET has identified high-level concerns with the presence of the BESS and the 400kV substation to the Grendon Substation, until a design of the Project is provided to NGET in accordance with the terms of the Protective Provisions, NGET will not be in a position to be able to determine the level of risk that may arise from any other part of the Project, including cables.

3.4 Notwithstanding this, NGET is committed to continuing to engage with the Applicant with regards to the Project and interactions with existing and future apparatus.

Consultation on BSS Management Plan

3.5 The Applicant considers that the existence of the BSS Management Plan, combined with the proximity of the works, is sufficient to ensure no adverse impacts on NGET apparatus. NGET is not included as a consultee in relation to the BSS Management Plan and NGET has not been made aware of any such plan in relation to the new 400 kV substation. NGET proposes drafting at Appendix 1 to update Requirement 6 to include NGET as a consultee in relation to the BSS Management Plan.

Nature of infrastructure and potential for loss

3.6 The figure of £50 million reflects the critical nature of NGET's infrastructure and the potentially catastrophic consequences of asset damage including the risk of substantial third-party claims for personal injury and property damage, and the potentially significant costs associated with repair, network disruption and emergency response. The insurance requirement represents a proportionate mechanism to ensure that sufficient financial resources are available to address liabilities arising from development activities affecting NGET's assets.

Precedented position

3.7 This approach is consistent with NGET's established protective provisions for major infrastructure projects and aligns with recently granted development consent orders including the Peartree Hill Solar Farm Project, the Dogger Bank South Offshore Wind Farm Project, the Mona Offshore Wind Farm Project and the Awel-Y-Mor Offshore Wind Farm Project. This approach has also been agreed with the undertaker in the Morgan and Morecambe Offshore Wind Farms Transmission Assets Project which awaits determination.

The principle of insurance coverage for the use of third-party BESS apparatus in proximity to NGET apparatus is also precedented under NGET's standard lease terms on the basis that the risk profile does not disappear on energisation. Once the BESS is operational, the third party will be operating potentially hazardous infrastructure, and there remains ongoing risks including third-party injury, property damage, environmental contamination, damage to NGET apparatus and liabilities arising from operational activities.

## 4 Summary of NGET's position

4.1 In these circumstances, NGET considers that insurance cover of £50,000,000 should be maintained during the use of the authorised works and that such level of cover is reasonable and justified having regard to the potential consequences of damage to NGET's apparatus.

4.2 In the absence of agreement between the parties, NGET requests that the Secretary of State includes the level of insurance considered by NGET as sufficient to protect its apparatus.

**Addleshaw Goddard LLP on behalf of NGET**

**11 September 2026**

**Appendix 1**

**Amendment to Requirement 6 of Schedule 2**

NGET requests the following amendments to Requirement 6 as shown in bold, underlined below:

***Battery safety management***

*6. (1) Work No. 2 must not commence until a battery storage safety management plan has been submitted to and approved by the relevant planning authority.*

*(2) The battery storage safety management plan must be substantially in accordance with the outline battery storage safety management plan.*

*(3) The relevant planning authority must consult with **<u>National Grid Electricity Transmission plc,</u>** Northamptonshire Fire and Rescue Service and the Environment Agency before determining an application for approval of the battery storage safety management plan.*

*(4) The battery storage safety management plan must be implemented as approved.*