

## **WRITTEN REPRESENTATION ON BEHALF OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC ("NGET")**

### **1 SUMMARY OF WRITTEN REPRESENTATION**

- 1.1 Lime Down Solar Project (the "**Project**") will connect into NGET's Melksham substation and will affect NGET's existing infrastructure and land interests, which are located within and in close proximity to the proposed Order Limits. Future works planned by NGET could also be impacted by the Project.
- 1.2 Discussions on the Protective Provisions are ongoing between NGET and the Applicant, and these are not yet agreed. NGET will provide a version of Protective Provisions it requires to be included in the Order at Deadline 3 identifying the difference of position with the Applicant, if agreement has not been reached by that deadline.
- 1.3 NGET needs to ensure the safety and integrity of its existing assets within the proposed Order Limits. It is also essential that NGET has continued access to its tower bases which fall within the proposed Order Limits to maintain and inspect the towers and overhead lines. Currently, it is not clear whether or how this access will be maintained.
- 1.4 Provision must also be made to ensure that the Project does not prevent it from carrying out its future works.
- 1.5 Until these issues are resolved to NGET's satisfaction, they amount to a material detriment to NGET's undertaking pursuant to section 127 of the Planning Act 2008.

### **2 INTRODUCTION**

- 2.1 This written representation is submitted on behalf of National Grid Electricity Transmission Plc ("**NGET**") in respect of Lime Down Solar Project (the "**Project**"), and in particular the interface with NGET's existing and future infrastructure and land which is within or in close proximity to the proposed Order Limits.
- 2.2 The Project will connect into NGET's existing Melksham substation. The Applicant is seeking temporary and permanent rights over several plots owned by, or containing, NGET rights and assets particularly those shown on sheet 16 of the Land Plan [APP-006] and Works Plans [APP-007].
- 2.3 As set out below, there are a number of issues, on which NGET is liaising with the Applicant, which remain outstanding, and until these are resolved to NGET's satisfaction, these issues amount to a material detriment to NGET's undertaking pursuant to section 127 of the Planning Act 2008.
- 2.4 We apologise that this written representation was submitted after Deadline 1 but note that much of the below is a restatement of NGET's relevant representation along with an updated position with regards to discussions with the Applicant. We hope the Examining Authority exercises its discretion to accept given the importance of NGET's statutory obligations.

### **3 NGET'S STATUTORY DUTIES**

- 3.1 As a responsible statutory undertaker, NGET's primary concern is to meet its statutory obligations and to ensure that any development does not adversely affect those statutory obligations. NGET has a duty to protect its position in relation to infrastructure and land which is within or in close

proximity to the proposed Order Limits. Additionally, NGET must protect any future proposed infrastructure.

- 3.2 NGET will therefore require appropriate protection for retained apparatus, including compliance with relevant standards for works proposed within close proximity of its apparatus.
- 3.3 NGET's rights of access to inspect, maintain, renew and repair such apparatus must be maintained at all times and access to inspect and maintain such apparatus must not be restricted. Further, where the Applicant intends to acquire land or rights, or interfere with any of NGET's interests in land or NGET's apparatus, NGET will require appropriate protection. Further discussion and agreement with the Applicant is required in relation to the impact on its apparatus and rights.

#### 4 **EXISTING NGET APPARATUS**

4.1 As set out in NGET's relevant representation dated 9 January 2026 [RR-3425] NGET owns and operates the following assets that are located within or in close proximity to the proposed Order Limits for the Project. These assets form an essential part of the electricity transmission network in England and Wales. The details of the electricity assets impacted are as follows:

4.2 Substations:

- (a) Melksham 400kV/275kV Substation
- (b) Melksham 132kV Substation
- (c) Associated overhead and underground apparatus including cables

4.3 Overhead Lines ("OHL"):

- (a) ZG 400 kV OHL Hinkley Point - Melksham 1/Hinkley Point - Melksham 2
- (b) 4YX 400 kV OHL Melksham – Seabank/Imperial Park – Melksham
- (c) ZF 400 kV OHL Melksham - Minety 1/Melksham - Minety 2
- (d) YYM 400 kV OHL Bramley - Melksham 1/ Bramley - Melksham 2
- (e) XL 275 kV OHL Iron Acton - Melksham 1/ Iron Acton - Melksham 2
- (f) Associated cable fibre

4.4 Cable Apparatus:

- (a) Melksham - Thingley: 33 kV Commissioned Cable

#### 5 **FUTURE NGET APPARATUS**

5.1 The proposed Order Limits overlap with land required for the following NGET Future Projects:

##### 5.2 **Cotswolds Visual Impact Mitigation Project (Cotswolds VIP)**

5.2.1 The Cotswolds VIP project will remove a net amount of 16 pylons and approximately 7.4 km of overhead electricity transmission line from within the Cotswolds National Landscape and replace them with approximately 7km of underground cable, significantly reducing visual impact in this protected area. To support the undergrounding of the transmission line, two shunt reactors will

also be installed at Feckenham and Melksham substations, ensuring system stability and ongoing network performance. The Cotswolds VIP project is scheduled for delivery by 31 December 2030 and will extend the Melksham 400kV substation westward. The extension works include the installation of a new 400kV 200MVar shunt reactor, cooler bank and new bay will be built within the extended area. The development will be consented via the Town and Country Planning Act and NGET are in negotiations to secure the required land to the west from the existing landowner. An existing stone track running north south outside the existing western substation fence line, serving a third-party battery storage facility, is required to be diverted to a position further away from the substation to make space for the site extension.

### 5.3 **Hinkley Point C Connection**

5.3.1 As part of the broader Hinkley Connection Project (which was granted consent in 2016 by the Secretary of State), an overhead 400 kV line and underground cable route is being installed from Shurton/Bridgwater to Horsey, with a tee-in connection via T pylons to Melksham Substation. To facilitate the high loads from Hinkley Point C Power Station, Bramley Circuit 2 and Bridgwater/Shurton Circuit 1 will be swapped via an overhead Line diversion that requires 3 new towers to be built. Two of these towers are located to the east of the substation in fields 16-014 and 16-019. While initial completion was scheduled for 2024, shifting timelines mean that Melksham's modifications are now due by 2028.

### 5.4 **YYM OHL Reconductoring, Bramley-Melksham 2026**

5.4.1 Reconductoring of the 82 km double-circuit 400 kV overhead line between Bramley (Hampshire) and Melksham (Wiltshire) began in 2024 and construction is expected to continue throughout 2026 and 2027. These works will boost line capacity bringing in more electricity into Melksham substation from the southwest, aiding connection of new low-carbon projects.

5.5 NGET must ensure adequate protection for its future projects both in terms of protection for future assets and future land and rights for the delivery of these projects.

5.6 NGET will co-operate on co-ordination in respect of any future projects and would request that the Applicant does likewise in line with good practice and the policy considerations in the updated Energy National Policy Statements.

## 6 **COMPULSORY ACQUISITION POWERS IN RESPECT OF NGET INFRASTRUCTURE**

6.1 The Applicant is seeking compulsory powers over plots 16-014, 16-016, 16-017, 16-018 and 16-019 which form part of NGET's substation at Melksham. Plots 16-014 and 16-019 are required by NGET for the reconfiguration works noted above and any delays to programme could have a detrimental impact to NGET's statutory undertaking by way of delays to energisation and the potential for constraints on the distribution of loads at this location.

6.2 NGET objects strongly to the compulsory acquisition of its assets, land or rights over its land in the absence of an agreed form of Protective Provisions. It is essential that nothing contained within the Order prevents NGET from continuing to deliver future plans or from accommodating other electricity connection customers.

6.3 NGET notes that the Book of Reference and Land Plans indicate that the Applicant is seeking permanent acquisition of rights and temporary possession over several land plots which contain NGET apparatus and are subject to rights held by NGET or over plots required for access to maintain its apparatus.

6.4 In order to protect the above listed NGET projects and NGET's statutory undertaking, the Applicant must not be permitted to acquire or extinguish the rights of NGET in respect of land associated with existing or future NGET apparatus or interests.

## 7 **PROTECTIVE PROVISIONS**

7.1 A form of protective provisions for the benefit of NGET (the "**Protective Provisions**") has been included by the Applicant in Part 3 of Schedule 15 to the draft Development Consent Order (the "**Order**") for the Project [APP-016].

7.2 NGET has been liaising with the Applicant in relation to the Protective Provisions and discussions on these are ongoing, however there are a number of aspects that are not considered acceptable and that do not reflect NGET's standard approach and, as such, the Protective Provisions are not yet agreed.

7.3 NGET requests that the Applicant continues to engage with it in relation to how the Applicant's works pursuant to the Order (if made) will ensure protection for retained NGET assets, along with facilitating all future access and other rights as are necessary to allow NGET to properly discharge its statutory obligations.

7.4 Without inclusion of acceptable protective provisions, serious detriment would be caused to NGET's undertaking as well as to other third-party projects that are reliant on NGET's infrastructure, including the Project itself. NGET will keep the Examining Authority updated and NGET will provide a version of Protective Provisions it requires to be included in the Order at Deadline 3 identifying the difference of position with the Applicant, if agreement has not been reached by that deadline.

## 8 **WORKS WITHIN MELKSHAM SUBSTATION**

8.1 Work No.4 in the dDCO allows works to be undertaken within the NGET substation at Melksham to facilitate the connection of the project. NGET and the Applicant have the benefit of these works due to article 36(2).

8.2 NGET is considering these works with its connections team and will provide further comment on the proposed works in due course but NGET must be able to protect its existing assets.

## 9 **NGET ACCESS TO TOWER BASES**

9.1 It is essential that NGET has continued access to its tower bases which fall within the proposed Order Limits to maintain and inspect the towers and overhead lines and that this is maintained during the construction and ongoing operation of the Project. Currently, it is not clear whether or how this access will be maintained. For example, Sheet 16 of the Works Plans [APP-007] appears to show works surrounding NGET's substation and existing OHL infrastructure (Works No. 5A). It is essential that these works are undertaken in accordance with NGET requirements for safe working around its infrastructure and with NGET consent via the NGET Use of Land process.

9.2 NGET requests that the Applicant continues to liaise with it to ensure the necessary access rights will be available to NGET throughout the construction and ongoing operation of the Project.

10 **NEXT STEPS**

- 10.1 Until the issues highlighted above are resolved to NGET's satisfaction, these issues amount to a material detriment to NGET's undertaking pursuant to section 127 of the Planning Act 2008.
- 10.2 NGET notes that it has had some discussions with the Applicant in relation to the Project but this has not resulted in any meaningful advancement of terms.
- 10.3 NGET will continue to liaise with the Applicant on the matters above with a view to reaching a satisfactory agreement during the Examination process and will keep the Examining Authority updated in relation to these discussions.
- 10.4 NGET reserves the right to make further representations as part of the Examination process in relation to specific interactions with any NGET assets or projects identified during the Examination process, and as negotiations continue, and in respect of the Protective Provisions. NGET also reserves the right to request to attend a Compulsory Acquisition hearing.

  
**For and on behalf of National Grid Electricity Transmission Plc**

**15 May 2026**