Meridian Solar Farm

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Post-Submission Application Documents

8.30 Post ISH1 Note: Community Benefit Fund

APFP Regulation 5(2)(q)

Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

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1. Introduction

1.1.1. As detailed in the **Planning Statement [APP-260]**, the Applicant is committing circa £500,000 per year of operation to a Community Benefit Fund (CBF) (up to £20 million in total assuming a 40-year operational period) should the Scheme be granted a development consent order.

1.1.2. On 9 September 2026 the Examining Authority (ExA) published its Action Points from Issue Specific Hearing 1 (ISH1). This note is submitted as a Post ISH1 note at Deadline 1 in response to Action Point 9 which requested that the Applicant provide a note clarifying the following points in relation to the Community Benefit Fund (CBF):

- whom the Applicant consulted in developing its approach to the CBF;
- how the CBF proposed by the Applicant has been calculated;
- why the CBF is not considered a planning matter; and
- how the CBF would be secured.

2. CBF – Consultation and Approach

2.1.1. The CBF formed a central part of the Applicant's consultation process with statutory consultees and the wider community, as demonstrated on pages 38-40 and 44 of the **Consultation Report [APP-037]**, page 15 of **Appendix B: Non-Statutory Consultation Materials [APP-039]** and page 40 of **Appendix E: Statutory Consultation Materials [APP-042]**.

2.1.2. In response to community and statutory consultee feedback, the Applicant has been clear of its intention to provide a CBF. It has used the consultation feedback received and engagement sessions with all stakeholders to devise a strategy that assists as much of the local area to the Scheme as possible.

2.1.3. The Applicant consulted with the following local Councils in respect of the CBF, in accordance with section 42 of the Planning Act 2008 (as then in force):

- Crowland Parish Council;
- Whaplode Parish Council;
- Holbeach Parish Council;
- Fleet Parish Council;
- Gedney Hill Parish Council;
- Cowbit Parish Council;
- Weston Parish Council;
- Moultons Parish Council;
- South Holland District Council; and
- Lincolnshire County Council.

2.1.4. Responses received from the relevant Councils in respect of the CBF, along with the Applicant's responses to those comments, can be seen in **Appendix H: Section 42 Applicant's Responses [APP-045]**.

2.1.5. Consultation with the local community was also undertaken in accordance with **Appendix C: Statement of Community Consultation [APP-040]**.

2.1.6. Suggested uses for the CBF identified through consultation include:

- improvements to existing community facilities (such as village halls);
- sports facilities (such as all-weather 3G pitches);

- subsidised solar PV panels and electric vehicle charging points for community use;
- traffic calming measures through local villages and road improvements;
- support for community gardens and food growing; and
- wider STEM training and education opportunities (such as a nature education fund).

2.1.7. During ISH1, the ExA also requested further clarification as to the approach the CBF would adopt. This was not listed as part of the ExA's Action Point 9, however, the Applicant has sought to provide the further information requested during the hearing as part of this note.

2.1.8. In response to feedback received during the Scheme's Stage 1 and Stage 2 consultation, emerging government guidance, strategies from other sites, and the Applicant's own internal experiences on other projects, the Applicant intends for the CBF to be administered via the following three funding streams:

- affected local Parish Councils, both for the Solar Development Areas and the Grid Connection Route;
- a managed community fund in conjunction with the local councils who would require strategic community funds in the Lincolnshire area – this will align with Lincolnshire County Council's emerging strategy when published; and
- a third party, independently managed community fund.

2.1.9. The third party, independently managed community fund listed above is similar to the funds established by windfarm developers. The Applicant has identified a supplier to independently run this funding stream, with a board made up of local representatives and the Applicant (to manage drawdowns of funds). This board would manage applications for funds for the local area by qualifying applicants – typically residents of affected parish boundaries with a circa 1km tolerance for resident living outside parish boundaries. This funding stream exists separately from that of Parish Councils and will allow individuals, local interest groups, activity groups, and even local businesses, where a demonstrable benefit to the locality can be proven, to access the CBF funds. This would extend the reach of the CBF to people, organisations and activities that the Parish Councils and Lincolnshire County Council are unable to assist.

3. CBF – Calculation

3.1.1. As detailed at paragraph 1.1.1 above, the Applicant would commit circa £500,000 a year to the CBF (up to £20 million in total assuming a 40-year operational period) should the Scheme gain consent. This figure has been calculated with reference to the installed generation capacity, what the Applicant has provided on other developments, and the level of funds provided to community benefit funds in the wider industry.

3.1.2. The Applicant notes, however, that guidance as to the appropriate amount of funding a developer should provide in a CBF is emerging. Current suggestions as published by the Department for Energy Security and Net Zero in May 2025 in *Community benefits and shared ownership for low carbon energy infrastructure: working paper* suggest that qualifying projects should provide community benefits of £5,000 per MW of installed capacity per year for the operational lifetime of the project. However, this guidance has been derived from the Scottish Government's Energy and Climate Change Directorate *Onshore renewable energy – refreshing the good practice principles for community benefits: working paper* (Scottish Government Guidance), updated on 18 February 2026, which recognises that the load factor (how much electricity is generated as a proportion of a development's total generating capacity, affecting a project's revenue per-MW) is far lower for solar developments than for other projects such as onshore wind. Consequently, the proposal acknowledges the wide variation in revenue models and that the ability to offer community benefits from different types of development will vary.

3.1.3. The Scottish Government Guidance proposes to reduce the level of funding expected within a CBF from a flat rate of £5,000 per MW of installed capacity per year for solar projects to £700-£1,000 per MW of installed capacity per year. This level is intended to reflect the lower load factor (and therefore lower revenue per MW) of solar developments compared to onshore wind, as well as challenges and costs particular to solar developments.

3.1.4. As guidance on the exact level of CBF expected is still emerging, the Applicant has committed to a CBF of circa £500,000 a year at this stage, but will revisit appropriate guidance once issued when assembling the CBF and align the CBF with this guidance at the relevant time.

4. CBF – Planning Considerations and Securing Mechanism

4.1. Planning Considerations

4.1.1. Planning law recognises three categories of consideration: (i) those identified by statute as considerations to which regard must be had; (ii) those identified by statute as considerations to which regard must not be had; and (iii) those to which the decision-maker may have regard if in their judgment and discretion they think it is right to do so.[1]

4.1.2. The third category encompasses a potentially broad range of matters which a decisionmaker may lawfully have regard to or lawfully may disregard, without acting irrationally. However, it should be noted that, whilst relevance is a matter of law, weight is a matter for the decision maker.[2]

4.1.3. In the planning context, it is well-established that a material planning consideration is one which relates to use or development of land.[3]

4.1.4. Relevant to this discussion, as to whether the CBF can be considered as a material consideration in the planning balance for the Scheme, is the case law relating to an application for planning permission for a wind farm by Resilient Energy Severndale Ltd (RESL) which proposed to take account of contributions to a local community fund as a planning benefit.

4.1.5. RESL was granted planning permission by the relevant Council, but this grant of planning permission was successfully challenged, with the Supreme Court determining that the promised community fund donation was not a material planning consideration and the Council had acted unlawfully by taking it into account.[4]

4.1.6. The Supreme Court held that the rules regarding what the Council could consider to be a 'material consideration' reflected those the Council must follow when imposing a planning condition – namely, for a consideration to be material, it must

[1] *R (Friends of the Earth) v Secretary of State for Transport* [2021] PTSR 190 at [116]-[121].
[2] *Tesco Stores Ltd v Secretary of State for the Environment* [1995] 1 WLR 759, at 780 (approved in Friends of the Earth at [121]).
[3] *Stringer v Minister of Housing and Local Government* (1970) 1 WLR 1281, at 1294.
[4] *R (Wright) v Resilient Energy Severndale Ltd* [2019] 1 WLR 6562.

be fairly and reasonably related to the development permitted; and not so unreasonable that no reasonable planning authority could have considered it.

4.1.7. The relevant sections of the Supreme Court's judgment in *R (Wright) v Resilient Energy Severndale Ltd* are set out below. The Supreme Court held:

> *"37. It has long been recognised that a consequence of this approach of relying on the Newbury criteria to identify "material considerations" is that planning permission cannot be bought or sold....*
>
> *38. ...in Plymouth 67 P & CR 78 Hoffmann LJ made reference at p 90 to a general principle that planning control should restrict the rights of landowners only so far as may be necessary to prevent harm to community interests and referred to the concept of materiality in that regard, "because there is a public interest in not allowing planning permissions to be sold in exchange for benefits which are not planning considerations or do not relate to the proposed development". ... Therefore, a condition or undertaking that a landowner pay money to a fund to provide for general community benefits unrelated to the proposed change in the character of the use of the development land does not have a sufficient connection with the proposed development as to qualify as a "material consideration" in relation to it.*
>
> *39. A principled approach to identifying material considerations in line with the Newbury criteria is important both as a protection for landowners and as a protection for the public interest. It prevents a planning authority from extracting money or other benefits from a landowner as a condition for granting permission to develop its land, when such payment or the provision of such benefits has no sufficient connection with the proposed use of the land. It also prevents a developer from offering to make payments or provide benefits which have no sufficient connection with the proposed use of the land, as a way of buying a planning permission which it would be contrary to the public interest to grant according to the merits of the development itself.*
>
> *...*
>
> *44. In the present case, the community benefits promised by Resilient Severndale did not satisfy the Newbury criteria and hence did not qualify as a material consideration within the meaning of that term in section 70(2) of the 1990 Act and section 38(6) of the 2004 Act. Dove J and the Court of Appeal were right so to hold. The benefits were not proposed as a means of pursuing any proper planning purpose, but for the ulterior purpose of providing general benefits to the community. Moreover, they did not fairly and reasonably relate to the development for which*

> *permission was sought. Resilient Severndale required planning permission for the carrying out of "development" of the land in question, as that term is defined in section 55(1) of the 1990 Act. The community benefits to be provided by Resilient Severndale did not affect the use of the land. Instead, they were proffered as a general inducement to the Council to grant planning permission and constituted a method of seeking to buy the permission sought, in breach of the principle that planning permission cannot be bought or sold. This is so whether the development scheme is regarded as commercial and profit-making in nature, as Hickinbottom LJ thought it was (para 39), or as a purely community-run scheme to create community benefits." [emphasis added]*

4.1.8. The key sections of the *R (Wright) v Resilient Energy Severndale Ltd* judgment relevant to the Applicant are those underlined at paragraphs 38 and 44 above. In paragraph 38 the Supreme Court states that a condition or undertaking requiring that a landowner pay money to a fund to provide for general community benefits unrelated to the proposed change in the character of the use of the development land does not have a sufficient connection with the proposed development as to qualify as a "material consideration", while in paragraph 44 the Supreme Court determined that the community benefit funds promised by RESL were not proposed as a means of pursuing any proper planning purpose, but for the ulterior purpose of providing general benefits to the community. Moreover, the community benefit funds did not fairly and reasonably relate to the development for which permission was sought.

4.1.9. The Applicant considers the Scheme's position in respect of the CBF to be analogous with that considered by the Supreme Court in *R (Wright) v Resilient Energy Severndale Ltd*. This is because the CBF is not proposed as a means of pursuing a "proper planning purpose" (e.g. to directly mitigate an effect caused by the Scheme on the Site) and could not be said to be "fairly and reasonably related to the Scheme for which development consent is sought", as the types of measures intended to be implemented under the CBF are unrelated to the proposed change in the character of the use of the Site and do not have a sufficient connection with the Scheme to qualify as a material consideration.

4.1.10. In response to the feedback received from the community during consultation, the CBF has been kept intentionally broad so that it can provide general benefits to the community, which might not directly align with the Scheme's impacts. Restricting the CBF to a "proper planning purpose" or to be tied to the change in character/use of the Site would mean it could only be used for matters like street or footpath upgrades which are considered to directly address impacts of the Scheme. Engagement with local Parish Councils and community members has

made it clear that they would like the CBF to be available for broader purposes than that.

4.1.11. Given the Supreme Court's clear direction in *R (Wright) v Resilient Energy Severndale Ltd*, the Applicant does not consider that the CBF can lawfully be considered a 'material consideration' of the DCO Application. It is considered that it would be inappropriate to give positive weight to the CBF in the planning balance and that if the Secretary of State were to rely upon the CBF as a benefit of the Scheme that this would pose a challenge risk to any decision made.

4.1.12. The Applicant also notes that the Applicant's approach, in which the CBF is not considered a planning benefit of the Scheme, has been adopted in numerous other Development Consent Orders granted by the Secretary of State including the Cottam Solar Project Order 2024, the Tillbridge Solar Order 2025 and Springwell Solar Order 2026, amongst others.

4.2. Securing Mechanism

4.2.1. The Applicant does not propose to secure the community benefit fund within the DCO or via an associated planning agreement. This reflects:

- The appropriate recognition of the CBF as a matter which is not material or relevant to the planning assessment of the Scheme, as outlined in section 4.1.
- Feedback received from consultation, including Parish Councils, which has supported the delivery of any fund directly to local communities in the manner described earlier in this note, as opposed to through traditional planning agreements with local planning authorities. It is considered this will ensure appropriate direct input by local communities, spread of any funds across the relevant parishes and communities in proximity to the Scheme, and opportunity for flexible payment arrangements where need requires (for example, enabling larger-single payments for one-off infrastructure requirements as opposed to a yearly payment).

4.2.2. Although the CBF is not secured by a planning agreement, the Applicant remains committed to delivering the CBF should the Scheme be granted consent. The Applicant has been consistent in this commitment through the life of the Scheme, recognising that the communities living closest to the Scheme should benefit from it. The CBF, should the Scheme be granted consent, will allow the Applicant to deliver on this commitment. The Applicant notes that this approach, whereby the CBF is not secured via a planning agreement, has been adopted on numerous

other Development Consent Orders granted by the Secretary of State including the Cottam Solar Project Order 2024, the Tillbridge Solar Order 2025 and Springwell Solar Order 2026 amongst others.